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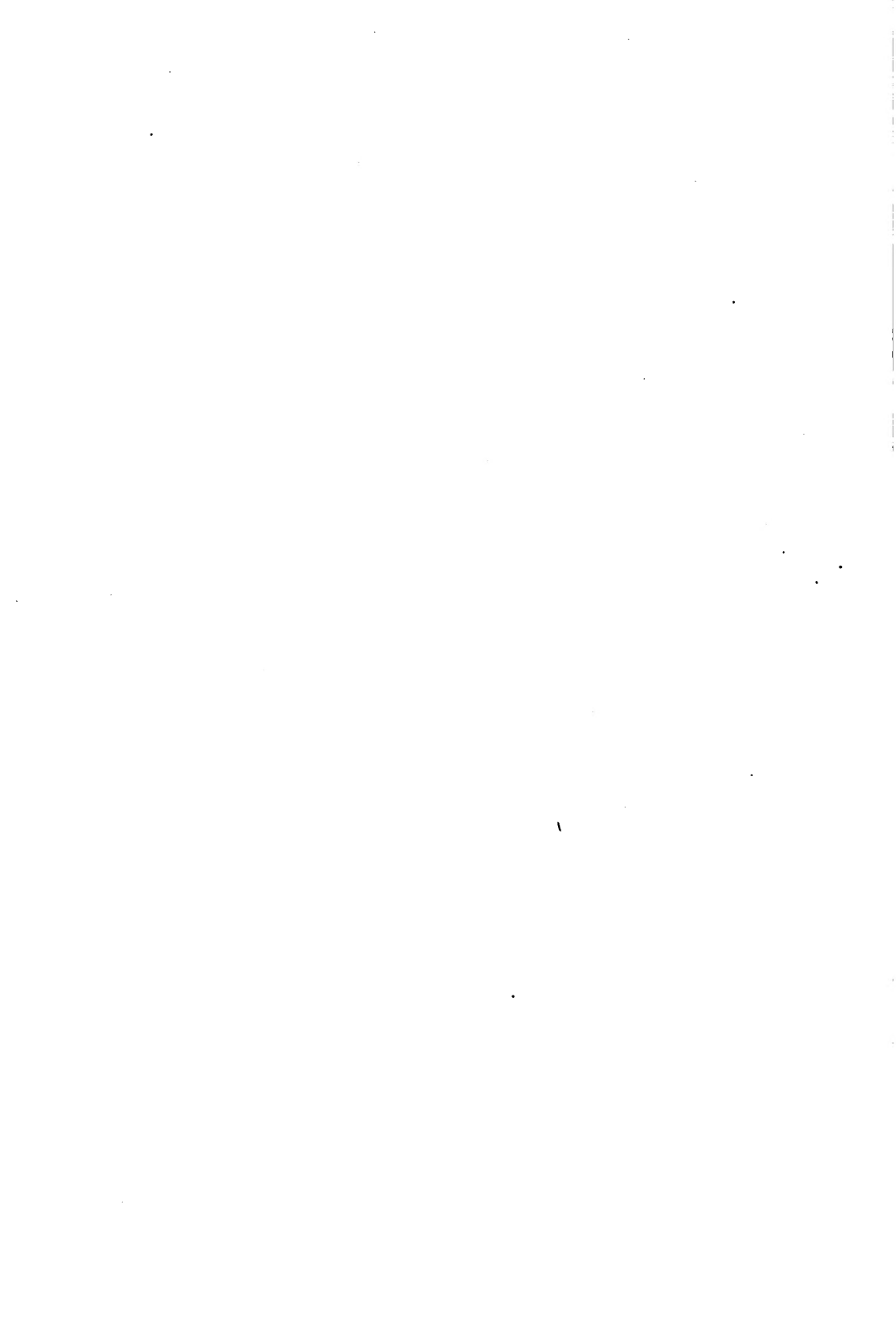
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TWENTY-SECOND ANNUAL REPORT

OF THE

Board of Railroad Commissioners

FOR THE

YEAR ENDING JUNE 30, 1899.

STATE OF IOWA

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

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RAILROAD COMMISSIONERS' REPORT.

STATE OF IOWA,
BOARD OF RAILROAD COMMISSIONERS }

To the Honorable Leslie M. Shaw, Governor of the State of Iowa:

In pursuance of the statutes of this state we herewith submit the following as the twenty-second annual report of the board of railroad commissioners of the state of Iowa.

The work of the commission for this year has been similar in character to that reported for previous years. In some departments, however, the work has been considerably increased, due, to some extent, to the change in the grades, more rapid transit, and the construction of new lines.

PERMANENT IMPROVEMENTS TO ROADBED IN IOWA.

During the past year the managements of railways within this state have become thoroughly aroused respecting the public necessity of bettering the condition of their railways, and no stronger evidence of the truth and importance of this proposition need be shown than to inspect the trunk lines passing through Iowa. Hundreds of thousands of dollars have been expended by the railway managements within this state during the year just closed in improving and bettering the condition of the roadbeds of nearly all of the through lines. The time is not far distant when a railway with heavy grades, sharp curves, wooden bridges and inferior ties, rails and ballast, must either improve and better its condition or go into the hands of a receiver.

The traffic of Iowa is large enough and of sufficient value to admit, and in fact require, of the railway managements, without an increase of the rate thereon, a good roadbed, so constructed that one locomotive engine can, with reasonable safety at a comparatively high rate of speed, haul at least forty cars loaded to the capacity of twenty tons each from the Missouri river to the Mississippi river.

A good roadbed reduces the number of accidents both to the prop-

erty of the railway companies and to the public, as well as ensures the safety of the passengers and railway employees.

When it is considered that the traffic must bear not only all the expense of construction and operation, as well as all damage and injury occasioned by accidents, it will be readily conceded that under ordinary conditions money expended to lessen the cost of transportation as well as the risk and hazard of operation, is properly expended, and should be encouraged, if not required, of all railway companies.

The topography of this state will in all or nearly all instances admit of the construction of a roadbed at a reasonable cost, without heavy grades or sharp curves.

The roadbed, to a great extent, must finally and ultimately determine and fix the cost of transportation; the better the roadbed the lower the cost of transportation.

It will appear from the reports of the railway companies to this board that this has been a prosperous year for them, and it will also appear that the railway managements have been liberal in the expenditure of their earnings, in the substantial and permanent improvement of the railways within the state, as well as the construction of many miles of new lines therein. And it may be added here that in the construction of the new lines all or nearly all unnecessary grades and curves have been eliminated therefrom, and that in nearly all of the new construction good railway judgment and management have been exhibited and exercised. These new lines are being equipped with the most approved rolling stock, and when in operation will be a great advantage and convenience to the public, and to the traffic of the entire state.

From such information as the commissioners are at present able to obtain there are between 700 and 800 miles of railroad now in process of construction within this state, which will cost, when completed, approximately, \$18,000,000.

STATISTICAL TABLES.

In another part of this report will be found a series of statistical tables, compiled with care and at considerable labor, which, it is believed, cover as completely as data furnished by the railway companies will permit, the operation of Iowa railways, both as respects the entire line and apportionment for Iowa.

These tables include the capital stock, funded and unfunded indebtedness, the earnings and operating expenses, taxes, employes and salaries, tonnage, road mileage, train mileage, cost of improvements, description of equipment, with number of cars supplied with

automatic couplers and train brakes, accidents to persons in Iowa, etc., etc.

The board experiences considerable difficulty in obtaining reliable information covering the operation of railroads in Iowa as distinguished from operation of entire lines.

The officials of the through or trunk lines declare, for the most part, their inability to divide their statistics upon state lines. This refers more particularly to earnings, expenses and tonnage. In supplying the information asked for by the board concerning state earnings, expenses, etc. different bases are used by the different railway companies, none of which, of course, can be accurate, and at best can only represent a more or less liberal approximation.

Some of the companies apportion Iowa earnings and expenses on a revenue train mileage basis. That is, taking the number of miles run by trains earning revenue in Iowa as compared with the number of miles run by revenue-earning trains over the entire system, and placing Iowa earnings and expenses in the same relative proportion to entire system earnings and expenses as Iowa train mileage bears to entire train mileage. This method, perhaps, produces the nearest to what the actual amounts would be, yet it must be conceded that conditions are so entirely different in different localities on the same system, that figures produced by this method cannot be taken in any way as actual. For instance, while over one division of a railway it may be comparatively an easy matter for one engine to haul a train of forty or fifty cars with the usual proportion of loaded and empty cars, on another division twenty cars or even less may be the maximum. These conditions obtaining almost universally on the great trunk lines passing through Iowa, it will readily be seen how unreliable such statistics must be.

The other method of apportionment most in vogue is the road mileage basis, which, it is thought, in general is much inferior to the one heretofore named.

There are some companies which seem to report Iowa statistics arbitrarily, calling them apportionments for Iowa, with no evidence of any particular method having been used to arrive at the figures furnished.

However, considering the difficulty of presenting any accurate method or basis for computing Iowa statistics, and conceding the truth of the statements made by the officials of the trunk lines that it is impossible to accurately divide the earnings and expenses of great railway systems on state lines, the commissioners feel that, in the main, the railway companies have made an honest endeavor to

supply the board with state statistics of reasonable accuracy and completeness.

COMPARATIVE TABLE OF EARNINGS AND OPERATING EXPENSES, IOWA,
INCLUDING MILEAGE AND EARNINGS PER MILE.

YEAR.	Mileage, exclud- ing trackage rights.	Earnings.	Expenses.	Net earnings.	Net earnings per mile of road.
1878.....	4,157.15	\$20,714,496.07	\$12,565,950.28	\$ 8,148,545.84	\$1,966.12
1879.....	4,396.04	21,340,709.44	12,904,433.92	8,436,275.52	1,925.88
1880.....	4,977.01	24,837,545.35	13,982,653.77	10,854,891.58	2,181.00
1881.....	5,425.98	28,452,181.91	16,788,404.30	11,663,777.61	2,149.63
1882.....	6,337.43	32,023,906.03	20,512,393.05	11,511,512.98	1,816.44
1883.....	7,014.95	34,433,354.77	22,827,450.50	11,605,904.27	1,654.45
1884.....	7,239.25	35,735,371.85	23,250,916.03	12,484,455.82	1,654.45
1885.....	7,478.43	36,123,597.45	23,093,551.04	13,030,046.41	1,742.34
1886.....	7,564.67	36,093,106.54	22,931,555.10	13,161,551.44	1,739.87
1887.....	7,997.50	37,529,720.82	24,152,990.71	13,376,739.91	1,672.69
1888.....	8,346.31	37,295,586.68	26,297,163.92	10,998,422.76	1,317.75
1889.....	8,846.00	37,138,399.75	25,286,409.30	11,852,090.45	1,420.19
1890.....	8,412.72	41,318,133.69	27,296,283.93	14,021,849.76	1,666.73
1891.....	8,413.10	43,102,399.35	28,638,292.77	14,463,106.58	1,719.15
1892.....	8,407.34	37,405,473.22	* 25,076,828.00	* 12,328,645.22	1,466.41
1893.....	8,401.76	45,003,686.51	32,622,594.42	12,381,092.09	1,474.81
1894.....	8,469.88	40,090,679.92	28,020,531.03	12,070,148.89	1,436.66
1895.....	8,486.36	35,835,910.47	24,726,072.45	11,109,838.02	1,309.25
1896.....	8,485.07	41,841,202.55	28,735,652.59	13,105,550.96	1,542.85
1897.....	8,478.63	38,269,503.04	25,336,714.38	12,932,788.66	1,513.64
1898.....	8,484.16	45,948,506.00	29,813,031.67	16,135,474.33	1,901.84
1899.....	8,514.51	48,466,158.44	31,478,771.68	16,987,386.76	1,994.64

* C, B. & Q. lines not reporting.

ADJUSTMENT OF COMPLAINTS.

The questions and matters of controversy arising between the railways and the people at the present time, in nearly all cases, are adjusted upon an amicable and reasonable basis. The public is not demanding and insisting upon any unreasonable requirements of the railways, and the railway companies, upon the other hand, seem, at least, in most cases to exhibit a disposition to make all reasonable and proper compliance with such demands as are made. Where there is a difference which the board is unable to amicably adjust, it seems to be one where both parties are honest in maintaining their positions, and is not the result of passion, prejudice, or a disposition on the part of the railway companies to oppose state regulation.

STOPPING THROUGH TRAINS AT SMALL STATIONS.

Complaints have been filed with the board during the year by the citizens of various small towns asking that so-called "fast" or through trains be stopped for taking on and discharging passengers at such towns. In some cases where the train service has seemed inadequate the commission has so notified the railway company, and in all such cases provision has been made for properly taking care of the business. In other instances where train service seemed amply

sufficient for the business offered by the community, the board has declined to make an order requiring the through trains to stop when no discrimination was shown.

Fast through trains are demanded by the public, and the board has not felt warranted in interfering with their management, except in cases where the train service rendered was utterly inadequate to meet the legitimate demands of the patrons at any particular point.

HIGHWAY AND FARM CROSSINGS.

There has been within the last year a number of complaints against the railways, occasioned in some cases by the change of grades thereon, where the same crosses the public highway. In some instances before the change of grade, the public crossing would have been considered reasonably safe as a grade crossing. After the change such crossings were hazardous and dangerous. There has been more or less contention on the part of the public authorities having charge of the supervision of public highways, with regard to the meaning and construction to be given the decisions of the supreme court, wherein it is held that a railway company, where it crosses a public highway, should leave such crossing in the same or as good condition as it was before the construction of the railway. It has been claimed in most of the cases, on the part of the public authorities, that the rule laid down by the court requires of and makes it the duty of the railway company to remove any and all obstructions which in anywise prevent the view of approaching trains, whether the same is caused by the natural conditions and topography of the country, or otherwise, and whether the same may be caused by deep cuts and excavations.

The question is an important one and is becoming more so each year, as increased speed and the number of trains render such crossings more hazardous and dangerous. This question should receive the careful, prompt and effective action of the lawmakers, if additional legislation may be found necessary to fully protect the public and railways against this increased hazard and risk. It involves the lives of the traveling public, upon both the railways and the highways, as well as the employees and property of the railway companies.

What has been said about the highway crossings is in many ways applicable to farm crossings at grade. It would seem that a matter of so much importance ought to be settled by means of definite and reasonable legislation, if such legislation does not already exist.

The live stock interests of this state provide and furnish a large and important item of the wealth of the state, as well as the traffic of the railways. It has been estimated that Iowa furnishes about one-fourth of the live stock received at the Union stockyards at Chicago. In any event, it is a large and valuable interest, and we may infer therefrom that farm crossings, to a great extent, are for the use of live stock in passing from one side of the railway to the other throughout the agricultural districts of the state, and that these crossings should be constructed in such a manner that all extra danger and hazard would be eliminated therefrom, so far as possible. This should, however, be upon and along reasonable lines, and it is the opinion of the board that undergrade and overhead crossings should be encouraged and required where the cost thereof would not be unreasonable or the crossings needless, and the strength and safety of the roadbed would not be substantially impaired thereby.

JOINT RATES.

Section 2155 of the code is as follows:

In the event that said railway companies fail to establish through joint rates, or fail to establish and charge reasonable rates for such through shipments, it shall be the duty of the board of railway commissioners, upon the application of any person interested, to establish such rates for the shipment of freight and cars over two or more connecting lines of railways in the state; and in the making thereof, and in changing and revising the same, they shall be governed, as nearly as may be, by the provision of the preceding section of this chapter, and shall take into consideration the average of rates charged by such railway companies for shipments within this state for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines for joint interstate shipments for like distances. The rates established by the board shall go into effect within ten days after the same are promulgated, and from and after that time a schedule thereof shall be prime facie evidence in all the courts of this state that the rates therein fixed are just and reasonable for the joint transportation of freight and cars upon the railroads for which such schedules have been fixed.

Under this section, Mr. E. E. Carpenter filed with the board a complaint against the Chicago, Milwaukee & St. Paul, Sioux City & Northern, and the Omaha & St. Louis Railway companies, claiming that he was interested and that a demand had been made upon the companies to establish joint rates between Hull and intermediate points on the Chicago, Milwaukee & St. Paul railway, and Blanchard, on the Omaha & St. Louis railway, also from Lester and intermediate points on the Sioux City & Northern railway to said town of Blanchard, the same being points within the state of Iowa. The board fixed the 20th day of December, 1898, at Des Moines, for such hearing, and caused notice to be given the railways named in such

complaint, as well as all other lines operated within the state of Iowa, of the time and place of such hearing. Upon the hearing, by consent of parties thereto, said hearing was continued until the 17th day of January, 1899. In the meantime upon the application of Mr. E. E. Carpenter, another continuance was granted, and the board was finally notified by Mr. Carpenter that he requested the same to be indefinitely postponed. On account of the failure of the complainant to appear and further prosecute this hearing, no further action has been taken by the board therein.

No other person, firm, company, or corporation, claiming to be interested has made any application to the board for the establishment of joint rates within this state. From a careful reading of the statute it is the opinion of the board that a schedule of joint rates can only be established upon the application of a person interested.

COAL RATES IN IOWA.

The Twenty-seventh General Assembly passed the following concurrent resolution:

WHEREAS, The coal output of Iowa during the past several years has not only not increased, but very materially decreased, while the output from other states has increased.

WHEREAS, The coal companies of other states are, on account of extremely low rates being made by the different railroads entering Iowa, enabled to place their products in Iowa towns at a lower price than Iowa mines can possibly meet, therefore, be it

Resolved by the House, the Senate concurring, That the railway commissioners be and are hereby requested to investigate whether or not the decreased production of coal in Iowa is in any manner due to the adjustment of freight rates, and whether the same are so fixed as to discriminate in favor of the coal producers of other states, to the disadvantage of coal producers of Iowa, and to ascertain if rates can be so equalized as to relieve any discrimination, if any be found to exist, and take such steps in the premises as deemed best, and make report as provided by law.

In accordance with the foregoing resolution, the board issued notices for hearing, as publicly as possible through the press and by personal notices to mine owners and operators and railway companies. The hearing, which was quite largely attended by those interested in this question, was had on January 17, 1899. A number of witnesses were examined by the board and much testimony introduced bearing upon the matter. On February 16, 1899, the board made its finding, and such finding, together with an abstract of testimony taken at the hearing, will be found in another part of this report, under the title: "Decisions of Commissioners."

COMPLAINTS OF SCARCITY OF CARS.

During the fall of 1899 the commission received many complaints from shippers stating their inability to get cars for the shipment of grain and other produce to eastern markets. The commissioners in such cases acted promptly and made an endeavor to ascertain the cause of such apparent shortage of equipment and to have the situation relieved. In conference with the railway officials, they assured the board that no effort would be spared to supply Iowa shippers with cars as promptly as possible, and that the cause for their apparent shortage of cars had been the inability of lines east of Chicago to promptly move freight from the Chicago yards, thus allowing side tracks in such yards to become clogged with loaded cars destined to eastern points. This condition blocked all attempts to supply western shippers with cars, although some of the trunk lines operating in Iowa made large increase in their rolling stock.

From the investigations made by the board it seemed to be no fault of the Iowa railroads that shippers were suffering for want of cars, and that such companies were using their utmost endeavor to raise the Chicago blockade.

At the date of this report the conditions seemed to have again become normal, and no complaints are being filed with the commission.

EXPRESS COMPANIES.

No complaints have been filed with the board during the past year against express companies with reference to rules or rates affecting the transportation of freight or merchandise in this state by express.

INTERLOCKING SWITCH SYSTEM PROTECTING RAILROAD CROSSINGS
AT GRADE.

Interlocking switch systems for the prevention of accidents at railroad crossings at grade are now in operation at the following points:

Carnforth, crossing of Chicago, Rock Island & Pacific and Chicago & North-Western railways; Grand Junction, crossing of Chicago, Rock Island & Pacific and Chicago and North-Western railways; Libertyville, crossing of Chicago, Rock Island & Pacific and Chicago, Ft. Madison & Des Moines railways; Fairfield, crossing of Chicago, Rock Island & Pacific and Chicago, Burlington & Quincy railways; Ottumwa, crossing of Chicago, Rock Island & Pacific and Chicago, Burlington & Quincy railways; Ottumwa, crossing of Chicago, Rock Island & Pacific and Chicago, Milwaukee & St. Paul railways; Belknap, crossing of Chicago, Rock Island & Pacific and Wabash

railways; Neola, crossing of Chicago, Rock Island & Pacific and Chicago, Milwaukee & St. Paul railways; Seymour, crossing of Chicago, Rock Island & Pacific and Chicago, Milwaukee & St. Paul railways. Centerville, crossing of Chicago, Rock Island & Pacific and Keokuk & Western railways; Davenport, crossing of Chicago, Rock Island & Pacific and Burlington, Cedar Rapids & Northern railways. Melbourne, crossing of Chicago Great Western and Iowa Central railways. Malvern, crossing of Chicago, Burlington & Quincy and Omaha & St. Louis railways; Ft. Madison, drawbridge of Atchison, Topeka & Santa Fe over Mississippi river.

The interlocking device for the protection of trains at the draw-bridge over the Mississippi river at Ft. Madison on the line of the Atchison, Topeka & Santa Fe, and the one at the crossing of the Chicago, Rock Island & Pacific and Chicago, Milwaukee & St. Paul at Ottumwa, were the only ones approved by the board during the past year.

It is believed that the coming year, with the increased prosperity to the railroad companies, will witness the installation of a number of these devices, seemingly now so necessary for the protection of life and property at grade railroad crossings.

It is, however, a serious question, and one that properly comes before the people of Iowa at this time, with several hundreds of miles of new railroad being constructed within the state, whether, under any circumstances, in future railroad construction in Iowa, one line of railway should be permitted to cross another at grade.

This question is respectfully submitted to the general assembly for its consideration.

RAILROAD EMPLOYES IN IOWA.

The following comparative table shows the number of railroad employes in Iowa for the past twenty-two years, with total annual compensation of all, and the average daily compensation of each, for as many years as the board is able to find statistics:

TWENTY-SECOND ANNUAL REPORT OF THE
COMPARATIVE TABLE OF RAILROAD EMPLOYEES IN IOWA.

YEAR.	Number.	Yearly compensation.	Average daily compensation.
1878.....	13,518	..	.....
1879.....	15,341	..	.....
1880.....	18,985	..	.....
1881.....	21,974	..	.....
1882.....	17,373	\$ 8,329,810.31	\$1.72
1883.....	27,112	12,164,298.07	1.55
1884.....	26,721	12,970,661.66	1.66
1885.....	26,666	13,628,067.66	1.69
1886.....	25,761	13,677,780.53	1.69
1887.....	29,088	15,146,224.84	1.66
1888.....	29,794	16,225,348.31	1.68
1889.....	24,642	14,212,590.27	1.67
1890.....	24,351	16,218,183.69	2.12
1891.....	27,589	16,264,939.45	1.88
1892.....	30,192	17,970,915.89	1.89
1893.....	31,127	16,899,374.68	1.68
1894.....	29,308	16,378,740.81	1.78
1895.....	24,107	14,168,808.35	1.87
1896.....	28,165	16,052,796.79	1.82
1897.....	26,690	15,187,519.49	1.81
1898.....	20,009	17,280,215.01	1.82
1899.....	22,265	18,406,383.78	1.82

*No data.

AUTOMATIC COUPLERS AND TRAIN BRAKES.

Chapter 50, laws of the Twenty-seventh General Assembly, provides that the time within which railway companies may have to equip cars with automatic couplers could be extended to January 1, 1900, by the commission, upon proper application by the companies desiring such extension of time. The following railway companies made such application and were granted on dates named until January 1, 1900, to equip cars with automatic couplers:

February 1, 1898: Chicago, Rock Island & Pacific; Chicago, Milwaukee & St. Paul; Sioux City & Pacific; Chicago, St. Paul, Minneapolis & Omaha, Chicago & North-Western; Burlington, Cedar Rapids & Northern; Chicago Great Western; Minneapolis & St. Louis; Des Moines Union; Des Moines Northern & Western; Keokuk & Western; Illinois Central; Burlington system; Iowa Central.

February 7 1898: Wabash.

February 28, 1898: Sioux City & Northern; Atchison, Topeka & Santa Fe; Mason City & Ft. Dodge.

In this connection the following comparative table for years 1878 to 1899, inclusive, showing the number of cars as reported by Iowa railroads, with number equipped with train brakes and automatic couplers, number of employes, with number killed and injured coupling cars and falling from trains, will be found of interest, as indicating whether, as number of cars equipped with safety appliances

increases, the number of accidents to employes resulting from coupling cars and setting brakes decreases in proportion. It must be remembered, however, that the number of trains and cars has greatly increased, and in greater ratio than the number of employes. In other words, that practically the same number of men are now handling many more trains and cars than they did a few years ago:

AUTOMATIC COUPLERS AND TRAIN BRAKES.

COMPARATIVE TABLE

Number of cars equipped and number of employes and accidents to employes from coupling cars and falling from trains.

YEAR.	Number of all cars.	Equipped with automatic couplers.	Equipped with power brake.	Number of employes.	Number killed coupling cars.	Number injured coupling cars.	Number killed falling from trains.	Number injured falling from trains.
1878	29,087			13,518				
1879	31,584			15,341				
1880	54,451			18,085				
1881	67,510			21,974				
1882	85,206		1,531	17,373	16	182	31	57
1883	98,106		1,814	27,112	16	98	33	43
1884	108,337		1,917	29,731	8	109	10	57
1885	102,895		2,400	25,655	13	174	16	34
1886	106,178		2,184	25,761	16	126	25	38
1887	91,097		2,545	29,088	9	134	23	39
1888	113,975		1,864	30,794	19	240	32	53
1889	120,767	4,210	3,636	34,642	8	149	5	44
1890	127,464	9,194	10,422	34,351	14	203	17	53
1891	130,103	18,178	14,395	27,580	13	242	23	82
1892	149,781	34,315	29,047	30,102	14	196	28	63
1893	142,730	49,871	39,296	31,127	10	198	22	68
1894	127,171	46,568	57,784	29,308	7	91	17	32
1895	158,721	68,803	53,078	24,107	5	80	20	37
1896	184,520	70,718	87,080	28,145	6	97	19	35
1897	171,909	101,851	90,684	28,680	7	80	14	65
1898	176,035	142,638	105,304	30,009	4	75	18	50
1899	190,730	180,505	127,907	32,345	12	72	12	64

ACCIDENTS TO PERSONS IN IOWA.

Iowa has been singularly free, with very few exceptions, from railroad disasters resulting in great loss of life.

The two notable exceptions have occurred within the past two or three years. Considering the greater number of trains now being operated, and the greatly increased speed of all trains, this condition in Iowa reflects great credit on railway management, and the integrity and reliability of the men whose duty it is to keep the track and roadbed in proper condition, and those employed in handling these trains. The public does not always appreciate how much it owes to these employes, who daily guard the lives of thousands of people, and property to the value of millions of dollars.

The subjoined table shows the number of accidents to persons in Iowa, passengers, employes and others, during the past twenty-two

years. The "others" refers to accidents at highway crossings, stealing rides, and trespassing, or "walking on track." The death list from the latter cause named is appalling, and the commissioners have in many former reports called attention to it. The number of accidents resulting from this cause still remains large, though the number reported this year, thirty-eight, is seven less than in 1898. It is hoped some effective means may yet be devised to prevent persons from walking on railroad tracks, who have no business thereon.

ACCIDENTS TO PERSONS IN IOWA.
COMPARATIVE TABLE.

YEAR.	KILLED.			INJURED.		
	Passengers.	Employees.	Others.	Passengers.	Employees.	Others.
1878.....	80	29	81	51	137	85
1879.....	2	48	40	19	103	39
1880.....	5	37	38	9	140	34
1881.....	7	37	34	17	145	31
1882.....	7	89	69	61	508	73
1883.....	4	88	65	25	255	50
1884.....	6	72	51	47	343	59
1885.....	9	72	75	89	720	66
1886.....	8	61	62	35	336	74
1887.....	8	59	65	28	354	53
1888.....	10	101	69	77	654	86
1889.....	4	25	33	25	448	46
1890.....	4	73	66	67	570	101
1891.....	5	62	91	80	601	92
1892.....	23	90	76	64	268	77
1893.....	17	81	79	78	682	64
1894.....	7	48	90	62	367	63
1895.....	4	47	82	39	330	74
1896.....	6	38	94	63	411	84
1897.....	27	40	90	81	291	88
1898.....	5	44	114	30	301	70
1899.....	14	62	95	101	348	128

STATUTES OF IOWA RELATING TO RAILWAYS.

By permission of the executive council, the statutes of Iowa relating to railways, with digest of decisions of the supreme court, have been compiled from the code of 1897, and are printed in connection with this report as an appendix. It is believed this will be appreciated by the public interested in railroad operation and problems in Iowa.

NATIONAL CONVENTION OF STATE RAILROAD COMMISSIONERS.

On dates August 10 to 14, 1899, this board with its secretary met with like officers from nearly every state in the union and the Interstate Commerce Commission, at Denver, Col., it being the eleventh annual convention of railroad commissioners.

The papers presented by men prominent in state and national affairs dealing with the several phases of the railroad problem, and

the discussion by delegates of the matters thus presented, are of incalculable benefit to those who have been entrusted in the several states with the duty and responsibility of enforcing laws for the proper control of transportation companies.

Commissioner Dawson was made chairman of committee on delays attendant upon enforcing orders of railroad commissioners; Commissioner Palmer was appointed member of the committee on uniform classification of freights; Commissioner Mowry member of committee on classification of construction expenses; and Secretary Lewis member of committee on railroad statistics.

ORGANIZATION OF BOARD.

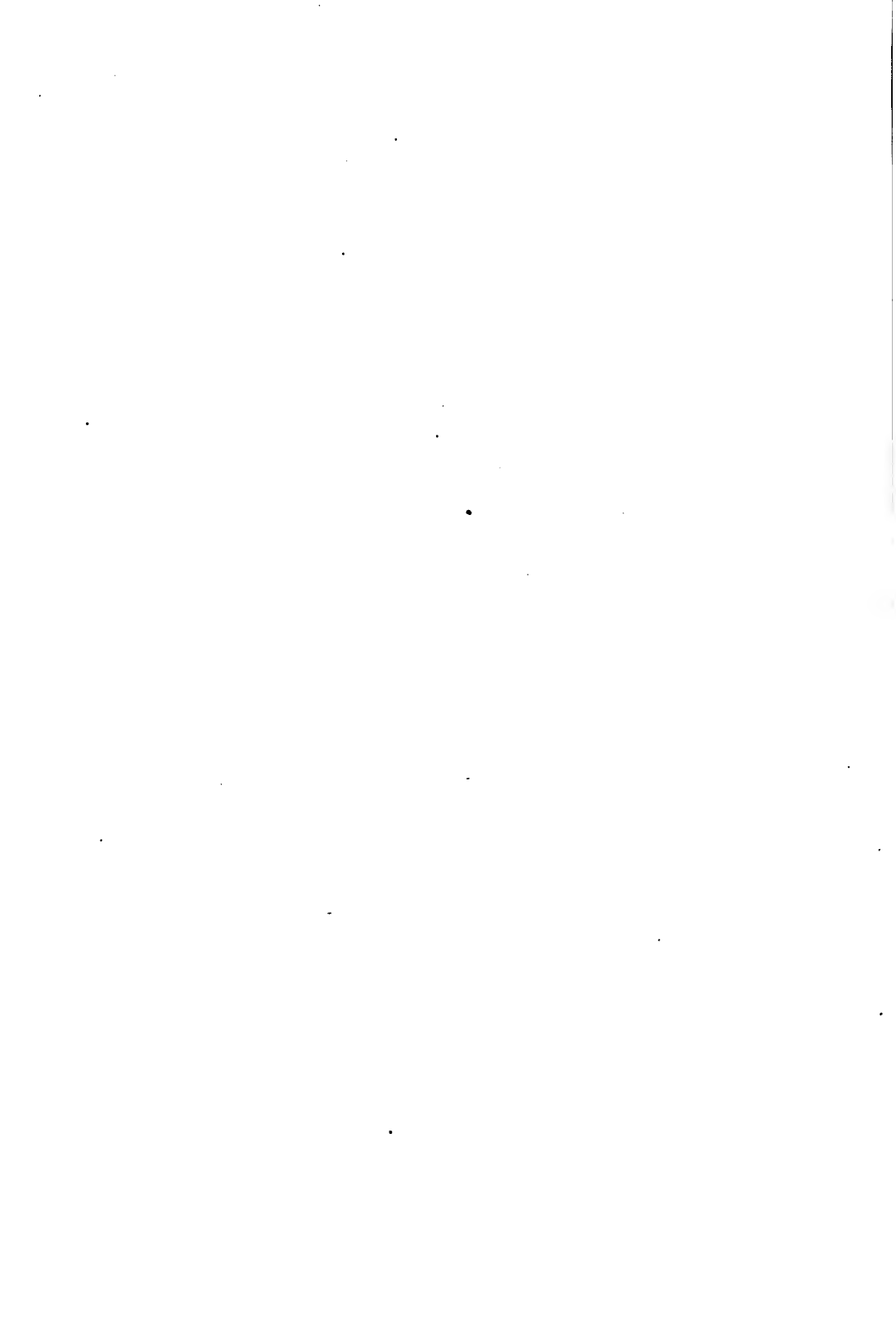
On January 4, 1899, Welcome Mowry of Tama county, having been duly elected and qualified, succeeded the Hon. Geo. W. Perkins, of Fremont county, as a member of the board, the term of the latter having expired.

On same day the board organized by electing Edward A. Dawson of Bremer county, its chairman, and Dwight N. Lewis of Polk county, its secretary, the term of the latter to begin February 1, 1899. Respectfully submitted,

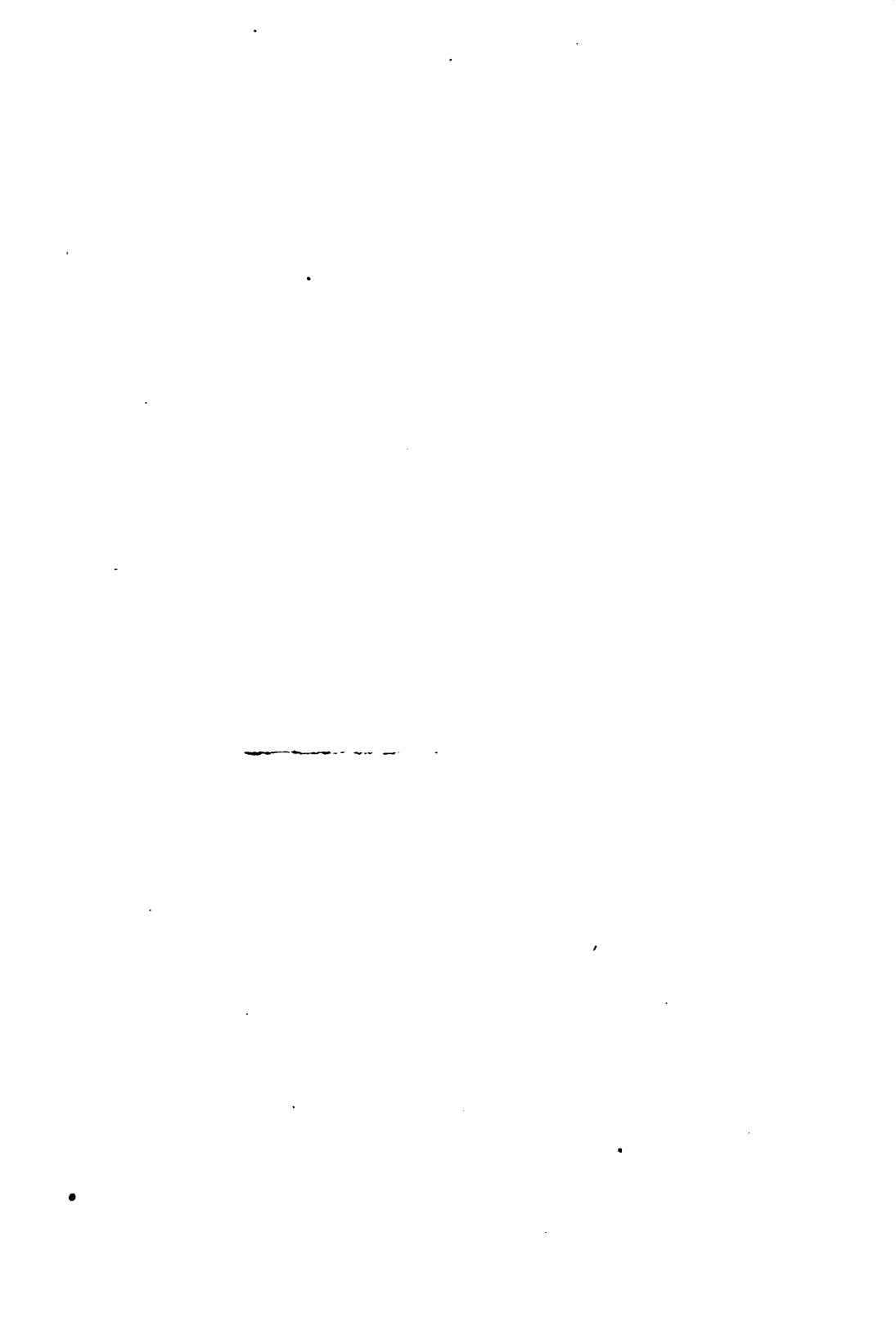
EDWARD A. DAWSON,
DAVID J. PALMER,
WELCOME MOWRY,
Commissioners.

Attest:

DWIGHT N. LEWIS, *Secretary.*
Des Moines, Iowa, December 4, 1899.



DECISIONS OF COMMISSIONERS.



DECISIONS OF COMMISSIONERS.

IN THE MATTER OF COAL RATES.

During the session of the Twenty-eighth General Assembly, Hon. Claude R. Porter, representative from the Fourth district, Centerville, Appanoose county, Iowa, introduced into the house the following concurrent resolution, which passed both branches of the legislature:

WHEREAS, The coal output of Iowa during the past several years has not only not increased, but very materially decreased, while the output from other states has increased.

WHEREAS, The coal companies of other states are, on account of extremely low rates being made by the different railroads entering Iowa, enabled to place their products in Iowa towns at a lower price than Iowa mines can possibly meet, therefore, be it

Resolved, By the house, the senate concurring, that the railway commissioners be, and are, hereby requested to investigate whether or not the decreased production of coal in Iowa is in any manner due to the adjustment of freight rates, and whether the same are so fixed as to discriminate in favor of the coal producers of other states to the disadvantage of coal producers of Iowa, and to ascertain if rates can be so equalized as to relieve any discrimination, if any be found to exist, and take such steps in the premises as deemed best, and make report as provided by law.

After conferring with interested parties, the board fixed September 29, 1898, at its office in Des Moines as the time for a hearing of the matter covered by the resolution, and all parties interested, including the Hon. C. R. Porter, mine operators and railroads, were duly notified of the time and place of the said hearing. On the date named in the notice, the board called up the matter, but neither Mr. Porter nor the interest which he represented were present to present their case. The railroad companies were quite fully represented by the officers of their freight departments.

In view of the absence of Mr. Porter, however, the board postponed the hearing until Wednesday, November 30, 1898.

The day following the date set for the hearing a letter dated September 29th was received from Mr. Porter as follows:

Your letter and telegram desiring my presence at a meeting of the railway commissioners on the 29th, in reference to soft coal rates, received. I am very sorry that circumstances are such that it is impossible for me to be present.

The coal operators here have talked to me regarding this matter and I find that they feel about as follows: The coal business in Iowa is on the decline and has been for several years. Statistics will show that the output of coal in the state of Illinois has increased very materially. The Iowa markets are being swallowed up by the Illinois coal operator and the Iowa coal operator is compelled to take a back seat. The coal mined in the Appanoose district is equal in quality to the Illinois coal. The coal operators here tell me that they are unable to figure a comparative statement of Illinois and Iowa coal delivered at Iowa points for the following reasons:

1st. They are unable to obtain coal tariffs from all the different roads handling Illinois coal in Iowa.

2d. The Illinois coal companies as a rule, make a delivered price on their product and it is impossible to separate the coal and freight. I will state here that the writer knows this to be true, having had occasion to investigate the cost of fuel for all state institutions.

The coal operators do not care to make a direct charge against the railroad companies; they are not unfriendly. The railroad companies tell them, "we are giving you the Iowa commissioner's tariff;" they also say to them, "our rates from Illinois are based on the Iowa tariff." This is true. One thing the operator would like to know—if the Iowa coal rates are as the railroad companies claim, too low, why do they apply them through the state of Illinois, where the Illinois tariff would permit them to charge more? This would suggest that the Iowa tariff was too high? The coal operators of this district feel that they are entitled to a rate on mine run coal. The writer certainly agrees with them. All other districts in Iowa have it. Should it not apply from Appanoose or be canceled at other points? The railroad companies will tell the commissioners that there is too small a per cent of screenings from Appanoose mines. This is not the case and an investigation on the part of the commissioners will show that it is not. Mine run rates are made from all districts in Iowa, (except Appanoose) for Missouri river points and west in Nebraska. All principal Missouri coal districts have mine run rates. A mine run rate of \$1.01 now applies from Stahl, Mo., on the Pittsburg & Gulf railway to Omaha. Stahl is located about ten miles west of Kirksville, Mo., and the coal produced there is exactly the same as that mined in the Appanoose district. Bevier, Mo., has a mine run rate of \$1.01 to Omaha, via Hannibal & St. Joseph railway. The Missouri Pacific railway has the same rate from mines on its line to Omaha. The lowest rate the Appanoose mines are able to obtain, is the commissioners' rate of \$1.40 to Council Bluffs and \$1.43 to Omaha. Why should the Appanoose district not be put on the same basis as the Oskaloosa district where they enjoy a \$1.01 rate on the mine run? A proportionate rate would figure about \$1.13 or \$1.14 for the Appanoose district.

The operators here feel that the above matters can be handled only in one way, and that is for the commissioners to take the data they have in their office and investigate all of the above, and if they find it a true statement, ask the railroads to do their part.

Yours very truly,

CLAUDE R. PORTER.

Upon receipt of this communication the board issued a further notice to all parties concerned, enclosing therewith copy of the resolutions heretofore reported, together with copy of Mr. Porter's letter of September 29th. The notice read as follows:

OCTOBER 1, 1898.

DEAR SIR—Agreeable to the understanding at the recent hearing in the matter of classification and coal rates, which was postponed, as you may be aware, on account of the fact that the Hon. Claude R. Porter, member of the house of representatives, from Centerville, Iowa, who introduced the resolution in the late general assembly in deference to which the investigation on the subject of coal rates has been instituted, was unable to be present at the hearing had in this office on September 29th, copy of said resolutions is enclosed herewith. It was agreed, on the part of the representatives of the railroad companies and the coal interests present, to postpone further consideration of the matter until Wednesday, November 30th, at 10 A. M. Meantime there is enclosed for your information copy of communication received from Mr. Porter on September 30th, the day following the hearing, explanatory of his position in reference to the subject matter under consideration.

Very respectfully,

W. W. AINSWORTH,
Secretary.

By order of the board.

Before November 30th, however, some of the traffic managers of the railroad companies stated to the board they had interests which would necessitate their personal attention at another city on or about the same time, and asked that a further postponement be granted. The matter was taken up with Mr. Claude R. Porter, and he stated under date of November 17th that he knew of no objections to a further postponement, and the board accordingly granted the request of the parties and fixed January 4, 1899, as date for hearing; which notice read as follows and was sent all parties interested, the same as was done with previous notices:

NOVEMBER 25, 1898.

DEAR SIR—I am directed to advise you that the hearing in the matter of rates on soft coal in Iowa, which was set for November 30, 1898, has been postponed by request of parties, until January 4, 1899, at 10 A. M., at the office of the board of railroad commissioners in Des Moines, Iowa.

Very respectfully,

W. W. AINSWORTH,

Secretary.

By order of the Board.

Owing to the fact that the board had a similar case before it on January 17th, it was suggested by some of the parties interested in the coal rate case that the coal rate hearing be again postponed to that date in order that parties interested in both cases might not be required to make two trips. This being agreeable to Mr. Porter, all parties were notified accordingly and the hearing again postponed until January 17th.

On January 16, 1899, the following letter was received by the board from Hon. Claude R. Porter, which explains itself:

CENTERTVILLE, Iowa, January 14, 1899.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I believe that the hearing on soft coal rates before you is set for the 17th, and thinking that perhaps my presence at that time might be expected, I thought I had better inform you in advance of my inability to be present. The parties about here who are most directly interested in the proposed investigation and at whose instigation the resolution directing the inquiry was introduced in the house by myself, owing to a variety of circumstances are, it seems, unable to take hold of the matter and give it the attention that its importance requires, and as I am compelled to depend upon them for data, etc., you will see that I am not in a position to be of any assistance to you in making the inquiry.

I believe now, as I did at the time of introducing the resolution, that it is a matter of importance to many people of the state and especially of this locality; that wrongs do exist in the premises and that benefits would result from their being righted, and I deeply regret that I can be of no practical help to you. I will not reiterate my views on the subject, as they were briefly set out in my letter addressed to you in November last.

Very respectfully,

(Signed)

CLAUDE R. PORTER.

Upon the date fixed in the notice for the hearing there appeared before the board the following named persons representing the coal interest in various parts of the state:

Hon. H. L. Byers, state senator, Lucas, Iowa; Messrs. Evans, of Lucas; Ramsey, of Beacon; Roebrook, of Oskaloosa; H. H. Canfield, of Boone; and Bates, who has mines on the Chicago, Rock Island & Pacific and Wabash railroads. Mr. E. G. Bent, of Oglesby, Ill., having an interest on the Illinois Central railroad near that place, was also present at the hearing.

The following named agents represented the respondents before the board:

A. C. Bird, general traffic manager Chicago, Milwaukee & St. Paul Railway company; W. B. Hamblin, assistant general freight agent Chicago, Burlington & Quincy Railroad company; J. M. Bechtel, division freight agent Chicago, Burlington & Quincy Railroad company; M. C. Markham, assistant traffic manager Illinois Central Railroad company; W. E. Keepers, general freight agent Illinois Central Railroad company; H. Gower, general freight agent Chicago, Rock Island & Pacific Railway company; D. J. Birmingham, chief clerk division freight agent Chicago, Rock Island & Pacific Railway company; T. H. Simmons, general freight agent Burlington, Cedar Rapids & Northern Railway company; R. M. Calkins, general freight agent Des Moines & Northwestern Railway company; P. Hallenbeck, division freight agent Chicago & North-Western Railway company; T. N. Hooper, division freight agent Chicago Great Western Railway company; J. N. Tittlemore, general freight agent Iowa Central Railway company;

Mr. Lund, assistant freight agent of the Wabash Railroad company; W. B. Jennings, traveling freight agent of the Wabash Railroad company.

Hon. Claude R. Porter did not appear at the hearing.

Hon. H. L. Byers, of Lucas, representing his own mines and other mine operators and owners of his district, made the first statement, the substance of which was, that the mine owners and operators of his district hoped the commissioners would retain the present rates on coal in Iowa. He stated he did not believe that the coal output in Iowa had materially decreased for the past several years, but that, if true, the cause for the same would be readily accounted for by the working out of many large mines throughout the state and the abandonment of the same by their operators. New fields were being opened constantly but the new mines did not seem to be capable of the large output of the abandoned mines of former years. He does not believe that should any decrease in the coal output be shown it should be accounted for by discrimination against Iowa mines on the part of the railroad companies. Iowa mines are turning down orders that they cannot fill. He found upon investigation that, as compared with the Iowa schedule, the rates in Illinois are somewhat higher, and that no coal, to any considerable amount, was being shipped into Iowa, in territory which rightfully belonged to his mines. There may be some coal, however, from Illinois, that comes into Iowa. However, considerable Iowa coal goes into Nebraska. He stated further that he was satisfied with the freight rates as they now exist in the state of Iowa, and "we are seeking capital to bring our output up to a high figure and we believe the conditions are auspicious to realize this result." Either Mr. Porter, on his own motion, introduced the resolution, having a vivid imagination at the time, or he supposed that the operators in his own district and other districts of Iowa would be in full accord with the spirit of the resolution. It may be at the time he thought the assertions in the resolution were right but it seems if he did have the backing, that with the run they have had this winter they are satisfied that the intent of the resolution is wrong, or it may be he did not have, but assumed to have, the backing of those operators. At least the ultimate result reaches the same ends. He does not have the statistics at hand to substantiate his resolution. Until that can be substantiated I do not see very much to contest over in this resolution. However, I will state this: I have had occasion to consult with quite a number of operators, here and elsewhere, and they say that my ideas represent their feelings on the subject and that they are well satisfied with the conditions as they are at present, and say to me, "If you appear before the commissioners and see that our presence is needed there call us up, but unless we are needed there we will not go, as it is expensive, unless it is absolutely necessary."

He further stated he believed that mines should be given the advantage of their situation as to certain markets, as it was as fair for one locality as for another. In his testimony before the board, Mr. Byers, among other things, said: "We have had no complaint from our agents that they could not dispose of any coal in northwestern Iowa, on account of the inter-state rates. Our experience has been, of course, that in shipping over two roads, it makes it a little higher than if the mine was located on but one line. But the mine that can get into that territory without shipping over two lines has the advantage of location, and we have no right to ask the railroad company to make up for us the natural disadvantage on account of the location of the mine."

"I am not thoroughly conversant with the Illinois coal, but I am told that a greater portion of the Illinois product is of a little better quality than the Iowa

product for domestic purposes. The use of slack coal for producing steam is becoming more prevalent year by year.

"The question of rates as established by the railroad commissioners or the railroad companies, I do not think have been any factor in the abandonment of many of the large mines in the last few years. They have simply been worked out and their owners have hunted new fields. The present rates are satisfactory. We never have any complaint from customers under the present rates. They sometimes object to the price of coal, and if they could get it in Illinois cheaper than in Iowa they would undoubtedly go into Illinois and get it.

"There are different grades of coal taken from the mines for which different prices are received on the market. For instance slack is not worth as much as lump, neither is nut and pea nor mine run coal worth as much on the market as lump coal.

"The railroad companies have granted us a rate proportionate, seemingly, to the value of the product shipped. The mine run rate is not so much as the lump rate. In fact, mine run is classified the same as pea and slack.

"Mr. Porter asks for the mine run rates in Council Bluffs and Omaha.

"From the Appanoose and Mystic districts most of the coal is mined from under the coal. The coal falls and breaks in large lumps, and there is not much more than 15 per cent of fine coal. If they should run that coal in as mine run, it would be about the same as the lump coal from other mines. He asks a 39 cents per ton privilege in favor of that. Their mine run coal is simply a lump coal in other localities, and it would neither be just to the railroad nor to the other producers should they be allowed the same rates for their mine run coal, which is equivalent to lump coal, as is granted mine run coal from other localities. If they produce the same kind of mine run as other mines, of course that would be different. Lump coal is the coal that passes over the screen. It varies, according to the quality of the coal, from one to two inches; in some instances where the coal is hard, one-inch screen, other places screens two inches. The process of mining coal under the longwall system does not break coal as by drilling and chuting it out. Their mine run coal is the same as lump coal in other places."

Mr. Bates, having interests in mines on the Burlington, Cedar Rapids & Northern and Wabash railroads in Iowa, corroborated the statements of Senator Byers in all particulars.

Generally speaking, Mr. Bates said the mines in Iowa are thin and pockety, and it consequently makes it somewhat more expensive to mine coal in Iowa than in Illinois.

Mr. Ramsey, interested in mines at Beacon on the Chicago, Rock Island & Pacific railway, stated in substance that his district, the Oskaloosa district, is the largest district in the state of Iowa. "We have been in competition with the Centerville district coal for the past ten years. They have been taking the trade from the Oskaloosa district by their coal being a better quality. When they ask that the Centerville district be put on the same mine run rate as the Oskaloosa district, that would put us out of the business entirely. I ask our agents who are our strongest competitors, and they say the Centerville coal, because it is better than ours. The Hocking Valley coal is best. They tell me in Minnesota that the price does not make so much difference, but they would prefer the Hocking Valley to the Centerville because of smoke.

"The largest mines in the Oskaloosa district are the Muchakinoch mines, Excelsior mines and the Carbonado mines. We have a capacity of about 200 cars of coal. The coal is pockety. In our district I have heard no complaint about the coal rates. In selling our coal in the northwestern part of the state the greatest competition we have is from the Appanoose district and not coal from other states; if they were put on the same rate as the Oskaloosa, we would be shut out entirely. The reason we have lost some of our trade to the Centerville district is because it is better coal. It is a better domestic coal, but is not as good for steam or railroad purposes."

Mr. Rosebrook, a mine operator at Oskaloosa, stated that he had been engaged at this business about eighteen years; that last year they loaded about 148,000 tons. "Our coal is superior to the Centerville district coal for engine use, but the Centerville coal is the better domestic coal, as it is a little more inflammable. We ship a portion of our coal north, some of it reaching into Minnesota, a little goes into Dakota; we ship east and west over the Rock Island; we have one mine in connection with the North-Western, and ship to Sioux City, Omaha, etc. The rates are very fair, I think, in Iowa."

"We do not have any trouble with Illinois on the Rock Island west of Des Moines and we ship on the Rock Island east as far as Iowa City. The output of coal in Iowa in 1898 will be a little more than in 1897, and in 1897 the Iowa mines were straining every nerve on account of the Illinois strike, but I think the output for 1898 will show a slight increase. I think the output in the future in Iowa will be less unless some new fields are discovered. So far as mine run rate is concerned from the Appanoose district, that would be merely a subterfuge. When I can load my coal as they mine it and save 20 per cent on the freight I will do it. Some of those mines do not have screens, just run their coal by chutes into the cars. They do not make slack enough down there to fire their own engines. Their fine coal is mixed with fire clay and they would not dare to put that in as their mine run. If the mine run rate is put in, I challenge any gentleman to pick out their mine run coal and tell it from our lump. None of our mines run lower than 25 per cent screenings. In the Centerville district not 5 per cent of the coal is screenings, perhaps 10 per cent coal and fire clay. The Centerville coal is too light for steam purposes. Coal from that district shipped into Omaha was screened after it arrived there and sold for lump coal. It is true that Centerville coal is shipped right past our mines in competition with us. I do not think that the Iowa mines produce enough coal now for Iowa consumption, at least the way the trade and demand runs. The dealers used to stock up but they have quit that; they use the railroad cars now."

Mr. Evans, a mine owner of Lucas, Iowa, has been in the coal business for the past seven years. "We have a mine something like the Centerville district—vein two and one-half feet thick. We mine it underneath. Our coal makes very little fine coal. We do not compete with other lines into Omaha. I would judge the actual coal difference between our lump coal and mine run would be about 5 per cent, but the fine coal and fire clay about 13 per cent, so when it comes to mine run we cannot come into competition with other lines. They get a mine run rate of 45 cents per ton, while we get 85 cents for our mine run. We have no fault to find with the classification made by the commissioners, and, if the freight was 10 cents less, it would not do us any good, because of the difference in price at the mines. I will state our coal is all sold for domestic purposes, and the coal we come into competition with most is Centerville coal. Where Centerville

is one local rate, we cannot possibly sell our coal. Centerville coal gets into Osceola now for 18 cents, and since that time we have been unable to ship any coal into Osceola, and only eighteen miles from our mine."

Mr. E. G. Bent, who has mining interests on the Illinois Central railroad at Oglesby, Ill., and is also secretary of the Wilmington, Streator and Third Vein fields, said, that while the output of coal in Illinois has greatly increased in late years, it is not true that the shipment of coal from Illinois into Iowa has increased, but the reverse is true to a large extent. The coal that comes from Illinois into Iowa in competition with Iowa coal is from the northern Illinois district—the Bloomington and Third Vein coal, both worked by the same long wall system. Both of these coals cost the same to produce as the coal in Appanoose county does. It can be easily shown that less than 2 per cent of the production of the Illinois mines enters Iowa at all. The cost of mining coal in the Illinois district referred to, I think, is about 40 cents per ton. I think the price in Appanoose county for mining is a little less than in the northern Illinois district, but the cost of the bed work is more, so it costs about the same on the cars.

"The only coal coming into Iowa is domestic coal. We are also producing domestic coal and it is not a good steam coal. The trouble in regard to the price of coal in Iowa is largely due to competition between the districts in the state. It should also be noticed that the trouble is between the companies in Appanoose county. There has been large development on tonnage not justified and an effort made to maintain that tonnage. A great many of the companies are small, some of them lack business management, and then having nothing but domestic coal it cannot be sold at a profit to the miners during the summer season. The markets are demoralized every season and then they look outside for the cause. I state this with more confidence because I get my information direct from the county."

Mr. H. H. Canfield, representing mining interests at Boone, stated that he was somewhat familiar with the conditions in Appanoose county and he thought there were too many people there who should not be in the coal fields. It does not require much capital to mine coal in Appanoose county. As a result there are a large number of mines open.

Concerning the apparent decrease in the output of Iowa coal, Mr. Canfield thought that the weather had been against the mine operators, the farmers were burning cobs and hedges instead of coal, but that now conditions are better. "The commissioners have given us a good tariff. If one mine can produce coal cheaper than another, that is good luck. The rates have been satisfactory and I do not think any change would benefit the state and I know it would not benefit me."

Mr. J. N. Tittlemore, the general freight agent of the Iowa Central Railway company, said: "So far as the Centerville people are concerned I do not believe now that they feel that their case was a good one. I think they were a little grieved at that time, but have stated since that time that they had no case even with the Omaha rate because their output has gradually increased. We have at no time been able to furnish one-half the cars they wanted for shipment. We have been behind from 250 to 350 cars per day."

Mr. A. C. Bird, general traffic manager of the Chicago, Milwaukee & St. Paul Railway company, stated: "It seems to me that what the operators have said leaves the railroads very little to say. The testimony is entirely favorable to the railroad companies and comes from people we are supposed to have wronged.

"I want to enter a denial to that part of the preamble concerning the decrease of the coal output of Iowa. The output of coal in Iowa has increased; the output of 1898 has been the largest of any year of record. The output of any other state or states may not have increased. It is clear that the shipments into Iowa from Illinois have diminished.

"I think the second proposition in the preamble has been disproved. If you would apply the rates obtaining in Illinois and Iowa to the average distance of a shipment of coal, you would find the rates in Illinois are higher than in Iowa. The interstate rates between Iowa and Illinois points are greater to a material degree than the Iowa distance tariff, which applies locally within the state of Iowa. We have no complaints that rates in Iowa are excessive.

"The railway official is perhaps in closer touch with the people than any other class of men in the state. I am happy to say, and I think the commission will be able to substantiate what I say, that as a general proposition the people of Iowa and the railroads are at peace with each other and with this condition between the producer, the shippers and the carriers, it would be impossible for any serious objection to any rate being in existence without our knowing it, and no case of such discontent could exist without the commission knowing it. In view of no complaint and the lower Iowa rates, I think it may be presumed that there is nothing left in this case and it would be in perfect order and quite proper that it be dismissed.

"Our company is peculiarly located with reference to the soft coal interests in the state. Practically all of our interest is in Appanoose county. We have done everything to facilitate the coal interest and, therefore, have been brought in close contact and close knowledge of the situation.

"I want to say to the commission that, as a matter of fact, for the last four or five years I have given up all effort to supply our larger towns with steam coal, simply because there is no slack or steam coal produced on our line. It would be a gross injustice to concede to Appanoose district a mine run rate. It would make a low rate on the highest grade of coal they produce. A low rate was made into Omaha from the Iowa mines simply to enable the Iowa operator to get his product into an adjoining state in competition with Kansas, Missouri and other states.

"It may be pointed out that none of the things presumed to be true in the preamble to the resolution under consideration are true. The people in whose interest this resolution was made and meeting called have realized there was nothing in it."

Mr. M. C. Markham, assistant traffic manager of the Illinois Central Railway company, stated: "As to the Illinois coal that has been coming into Iowa over the Illinois Central, we have a statement prepared showing the number of cars from September 1, 1895, to August 31, 1896. For that period we put into Iowa 3,189 cars of Illinois coal; for the next year, September 1, 1896, to August 31, 1897, 2,564 cars; September 1, 1897, to August 31, 1898, 1,945 cars, a decrease of 40 per cent of what it was two years ago.

"With reference to the allegation in regard to the interstate rates being lower than the Iowa rates, I have a statement showing what the tariff rates from the La Salle district, which is the northern Illinois field, into Iowa, and what those rates would be if computed under the Iowa tariff. Taking the point Delaware, which is fifty miles west of the Mississippi river, the tariff rate \$1.55 per ton from La Salle, rates computed with Iowa tariff to the same point for the same

distance, \$1.27. The slack rate is \$1.10, a difference of 54 cents per ton. Take Iowa Falls, the rate is \$2 per ton; the Iowa tariff, \$1.50; pea and slack, \$1.26.

"The Fort Dodge rate, \$2.05; Iowa tariff, \$1.58; pea and slack, \$1.28. The rate to Le Mars, \$2.41; the Iowa tariff, \$1.80; pea and slack, \$1.39.

"The rates in Illinois and Iowa for certain distances are compared as per the following:

"Twenty-five miles, Illinois rate, 60 cents.

Iowa rate, lump, 46 cents.

Pea and slack, 37 cents.

"Fifty miles, Illinois rate, 85 cents.

Iowa rate, lump, 66 cents.

Pea and slack, 52 cents.

"One hundred miles, Illinois rate, \$1.

Iowa rate, lump, \$1.

Pea and slack, 74 cents.

"One hundred and fifty miles, Illinois rate, \$1.10.

Iowa rate, lump, \$1.15.

Pea and slack, 89 cents."

Mr. H. Gower, general freight agent of the Chicago, Rock Island & Pacific Railway company, said in substance: "I would like to emphasize in regard to the mine run rates in effect from the Iowa mines to Omaha. We do not pretend to say that rate is a proper rate. We have always been opposed to it. The rate was put during the contest when the Iowa mines were competing with the Kansas and other mines. We got down, finally, to the \$1.10 rate, but we put it in simply to enable our mines to compete with mines outside the state. I do not think mine run coal is much used in Iowa. The Centerville people were at that time accorded the same basis of rates, but we found that that coal was screened at Omaha and sold for domestic purposes, which made a rank discrimination against the Oskaloosa district."

Mr. Gower filed the following table showing shipment of coal from Illinois mines into Iowa as compared with the shipments from Iowa mines during the same period:

FROM IOWA MINES.

Winter 1893-4.....	16,960 cars
Winter 1894-5.....	16,209 cars
Winter 1895-6.....	17,018 cars
Winter 1896-7.....	15,210 cars
Winter 1897-8.....	15,237 cars
Total.....	80,634 cars
At 20 tons per car equals.....	1,612,680 tons

FROM ILLINOIS MINES.

Winter 1893-4.....	517 cars
Winter 1894-5.....	402 cars
Winter 1895-6.....	1,033 cars
Winter 1896-7.....	901 cars
Winter 1897-8.....	366 cars
Total.....	3,219 cars
At 20 tons per car equals.....	64,380 tons (4 per cent)

Mr. W. B. Hamblin, assistant freight agent of the Chicago, Burlington & Quincy Railroad company, said: "The greatest trouble we have is to induce our Illinois miners to believe that we are not discriminating against them in favor of Iowa mines. The rates from Illinois into Iowa are higher than either the Illinois or Iowa distance tariffs, and I want to say that, so far as our own line is concerned, I do not believe in five years we have put any coal into Iowa except river cities, where it could not come into competition with our own mines."

Mr. Hamblin filed a table of rates from mines at Ladd, Ill., to certain Iowa points as compared with the Iowa rates for the same distances, which statement is as follows:

TARIFF RATES.

FROM LADD, ILL., TO—	SOFT COAL.		Distance in miles.	IOWA DISTANCE TARIFF.	
	Lump.	Pea & slack.		Lump.	Pea & slack.
Mt. Pleasant.....	\$ 1.50	\$ 1.25	145	\$ 1.18½	\$.87½
Ottumwa.....	1.85	1.49	193	1.28½	1.02½
Albia.....	2.00	1.59	218	1.34	1.08
Osceola.....	2.18	1.79	275	1.46	1.20
Red Oak.....	2.40	1.97	360	1.63	1.30
Pacific Junction.....	2.45	2.02	394	1.70	1.34
Des Moines.....	2.21	1.82	286	1.48	1.22
Leon.....	2.21	1.82	285	1.48	1.22
Indianola.....	2.18	1.79	282	1.48	1.22
Carson City.....	2.45	2.02	390	1.68	1.38

Mr. Hamblin also stated that their Iowa tonnage for 1898 was probably 30,000 to 40,000 tons greater than in 1897.

Mr. T. H. Simmons, general freight agent of the Burlington, Cedar Rapids & Northern Railway company, filed the following statement showing the number of cars of coal shipped to points on his line from Illinois mines as compared with the number of cars shipped from Iowa mines from January 1, 1891, to December 31, 1897:

	1891.	1892.	1893.	1894.	1895.	1896.	1897.	TOTAL.
Public—								
Illinois.....	3,767	4,378	3,853	3,050	3,109	3,280	1,463	21,898
Iowa.....	3,234	3,690	3,523	4,154	3,947	3,347	4,648	26,536
Total.....	7,001	8,068	7,375	7,204	7,056	6,627	6,105	48,434

Mr. Simmons stated that all the coal they had on their line was at What Cheer and that nearly all of the coal that was handled on his road went over two roads.

Mr. Lund, assistant freight agent of the Wabash railway, stated that they carried no coal from Illinois into Iowa and their coal shipments were purely local.

COAL OUTPUT IN IOWA.

Statement of amount of coal mined in Iowa from 1895 to 1898 inclusive, furnished by the state mine inspectors:

YEAR ENDING—	TONNAGE.
June 30, 1895.....	3,195,886
June 30, 1896.....	3,525,490
June 30, 1897.....	3,799,734
June 30, 1898.....	4,033,557

The board of railroad commissioners, as heretofore stated, has made repeated attempts to get all parties together who are interested in the coal rates in Iowa. Notices of hearings were published in the daily press and written notices sent mine operators and railway companies. At the hearing no one requested a lower coal rate or suggested any change in the present coal rates in Iowa, Mr. Porter himself sending a letter explanatory of his absence.

Under these circumstances the commissioners sought to ascertain the real situation concerning the coal industry in the state of Iowa, so far as its relation to the transportation question is concerned, and have set out quite fully abstracts of statements made by interested parties in Iowa, that the public may know upon what statement of facts the board must base its conclusion.

The statistics furnished by the state mine inspecting department not only disprove the statement that, "the coal output of Iowa, during the past several years, has not only not increased, but very materially decreased," but, on the contrary, show a material increase in the output of Iowa mines since the year 1895, and a fluctuating condition prior to that time.

The testimony offered at the hearing clearly establishes that the shipment of Illinois coal into Iowa is decreasing to a very marked extent year by year; that the rates charged by the railroad companies on coal shipped from points in Illinois to points in Iowa are higher than the Iowa rate would be for the same distance, and that no undue advantage or preference is given to Illinois operators as against Iowa mines. Inasmuch as all the testimony offered before the board by coal operators and representatives of the railway companies, as well as other information which the commissioners were able to obtain, seems to prove the inaccuracy of the statements made in the preamble to the resolution under which this investigation was had, the board of railroad commissioners can reach but one conclusion in this matter.

We can find no reason, at this time, why the rates on soft coal in Iowa, as heretofore established and promulgated by this board and now in effect, should be disturbed.

Des Moines, February 16, 1899.

No. 2002—1899.

A. D. RASMUSSEN, JESSE HILL, *et al.*,

v.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

} *Shipping privileges at Pioneer Hay Camp.*

Petition filed September 30, 1898.

DECISION OF COMMISSIONERS.

On date named the commissioners received the following:

State Board of Railroad Commissioners:

The undersigned citizens and land owners residing near a railroad switch or siding on the Burlington, Cedar Rapids & Northern railroad, known as the "Pioneer Hay Camp," and

located on section twelve (12) in township one hundred (100), range thirty-nine (39), in Osceola county, Iowa, respectfully represent to your honorable board that said switch or siding has been in existence or use for more than ten years last past, and has been of great convenience and benefit to farmers and others residing in the vicinity thereof.

That for more than ten years it has been the custom of the railroad company to furnish its cars to all persons desiring to ship freight from said switch or siding, and that large quantities of hay and grain and other farm produce have been shipped from said siding to the mutual advantage of the shippers and railroad company, and said business of receiving and shipping freight from said switch has been continued through each year for more than ten years last past.

That said siding or switch by the nearest traveled wagon road is six miles from either Lake Park or Round Lake, the nearest stations on the Burlington, Cedar Rapids & Northern railroad.

That at the instigation and request of the grain dealers at Lake Park, as your petitioners verily believe, the said railroad company is about to close and remove said siding and switch to the serious inconvenience and great damage of your petitioners, who, if this their petition is denied, will hereafter be compelled to take their farm produce for shipment to Lake Park or Round Lake.

That as citizens and residents of said vicinity, your petitioners respectfully request your honorable board to investigate the facts with reference to the establishment, continuance and final removal of said siding or switch, and that your board make an order directing said railroad company to establish, erect and maintain a depot and station at the place where said siding has existed, and that the same be kept open for the transaction of such business as is usual and ordinary at railroad stations in Iowa.

That if after such investigation your board should find that the facts do not warrant the making of an order for the erection and maintenance of a depot and station that you then make an order that said siding and switch be restored and kept open for the shipment and receipt of freight in carload lots as heretofore.

(Signed)

J. W. SALLYARDS,
S. L. WEAVER,
JOHN P. GREENLAND,
O. D. ASHLEY,
JESSE HILL,
THOS. MCCORMACK,
A. R. HATFIELD,
E. E. KNUDSON,
ORREN GOWEN,
And about 140 others.

LAKE PARK, Iowa, September 28, 1898.

The Honorable Board of Railroad Commissioners:

DEAR SIRS—I want to cite you to some facts not set forth in the petition.

In the fall of 1896, I represented H. L. Williams, of Primghar, and put up a temporary house at Harris and made application for grounds to build a freight house, and Mr. Knapp, their traveling freight agent, who is in charge of these matters, or seems to be, promised grounds provided we would build at once, but as he seems to be interested in the firm doing business at Round Lake, Harris and Lake Park, he granted the Winfield Bros. the grounds, although they did not build until the next harvest, showing he is either interested in their business or prejudiced against me, for this switch has remained here for years until I bought five cars this fall and at that time they were putting new steel rails down. As soon as requested by grain dealers (they) tore out the switch. If this is not discrimination I don't know. I was at Round Lake and they bought oats 16 cents for 33 pounds; track bids was 18¢ for 33 pounds, leaving a profit of \$37.15 on 1,000 bushels, allowing 10 bushels for shrinkage. Lake Park was running at 17 cents, leaving \$17.15 per car and the 1 pound, which they take. They take 33 pounds of oats, 50 pounds of barley and from 60 to 64 of wheat, and there is no place you can sell 100 or 200 bushels of grain and have them take legal weight.

I can build a house suitable for the grain business of the place.

(Signed)

JESSE HILL.

The complaint was forwarded to the railway company, and Mr. W. P. Brady, general agent, filed its answer thereto as follows:

"The siding in controversy was located by this road many years ago, to accommodate large hay shipments that the Pioneer hay camp made tributary to that

point, but, as is well known to the members of the commission, the cultivation of the land has been a serious detriment to wild hay shipments in that vicinity of the state during the past five or six years, and I think I can say that in that period very little hay has been gathered for shipment at this point. It was decided, in view of the extra risks and hazards to trains by the location of a switch between stations in a country community, and the further fact that the object for which the siding was put in rendering it no longer necessary, to take the switch out about two months ago. Our freight records do not show that any material quantity of freight has ever been marketed at that point except hay shipments. The Pioneer hay camp was located just six miles from Round Lake, Minn., and the same distance from Lake Park, Iowa, and the same distance from Harris, Iowa, all on the Iowa Falls division of this road, and all the stations being Burlington, Cedar Rapids & Northern shipping points. Prior to the track being taken up an investigation was had, and it was proved conclusively to the management of this railway that it was superfluous in its present location, and the risks of having it on the main line of our road greatly offset the advantages it extended to either the railway company or the residents in that community.

"On behalf of the company I most strenuously deny all the allegations and charges made in the copy of letter addressed to your honorable board by Mr. Jesse Hill, of Lake Park, Iowa, under date of September 26, 1898. If there have ever been any suggestions made by the grain shippers at any of these points to have the company vacate this siding, they have never reached the ear of the management. The reasons for its being taken out, we think, were just and sufficient, and, if any more arguments are necessary, we feel persuaded we can fully convince your honorable board that we did not act either hastily or in a prejudicial manner in regard to doing away with this siding."

A great amount of correspondence passed between the board and the parties to the controversy, and, as it seemed impossible for any settlement of the case to be reached in this way, November 22, 1898, was set for a hearing of the matter, and all parties given due notice thereof. On date named, however, severe snowstorms blocked the train on which the commissioners were striving to reach this point, and the hearing had to be abandoned. At a later date, however—February 28, 1899—after due notice, the commissioners went to Pioneer Hay Siding and heard all parties desiring to appear before them.

From the testimony offered at the hearing, and from letters and statements filed and made a part of the case, the commissioners find the facts to be about as follows:

That there is no town or station at what is known as Pioneer Hay Camp, but that several years ago the railway company maintained a siding there for the purpose of accommodating the shipments of the large amount of hay at that time raised annually on adjoining land; that the siding in question was located about midway between Lake Park, Iowa, and Round Lake, Minn., flourishing stations on this line of road twelve miles apart; that when the land tributary and adjoining to this siding was taken up by settlers who broke the land and engaged in the ordinary diversified farming, the railway company removed the siding, claiming that hay shipments in such quantities that warranted its maintenance had ceased, and that the switch located in the country, far removed from regular stations, was a menace to the safe operation of trains; that some of the complainants wished to erect grain warehouses or elevators at this siding should it be restored, for the purpose of doing a regular grain business.

Many farmers testified at the hearing, a number of them being residents of Minnesota, and while all stated they desired the siding restored, it was not shown that they were greatly inconvenienced by the present arrangement of stations on this and other lines of railroad running into that territory, no one testifying that he had a greater distance to haul his product to market than six miles, and the greater number having less than that distance. It was not shown that the business at this place would be of sufficient importance to require a regularly appointed station, and parties testifying did not so represent, but asked that the siding be restored, and that they be allowed to load cars with grain and other merchandise for shipment, and receive their coal and other freight thereon. Some complaint was made that there was a combination formed by the grain buyers of neighboring towns to fix prices, and that grain had often been wrongfully classified, to the disadvantage of the producer, and that for this and other reasons independent buyers should be allowed to do business at Pioneer Hay Camp. From such information as is before them, the commissioners would hardly be justified in holding that any such combination existed, and there may be serious doubt whether, if such combination did exist, it could be considered by the board in passing upon the merits of the petition that the railway company restore the switch and set out cars for loading and unloading thereon.

In the case of *W. C. Smith et al., v. Chicago, Burlington & Quincy Railroad company*, decided September 14, 1898, which may be found on page 27 of report of this board for 1898, in matter of re-establishing switch between Glendale and Lockridge, the commissioners say:

"In reaching a conclusion and a decision in this matter, other interests as well as those of the railway company and the mine owners or lessees, must be considered, and one is the interests that the public has in requiring the railway company to operate its line of railway so that there will be the least possible danger or hazard to life or property.

"Would this board be justified in any case in making an order requiring a railway company, that is conducting and carrying on the immense volume of business that this road is at the present time, to construct upon its main thoroughfare a sidetrack for the purpose of placing thereon empty and loaded cars, at a point not protected by any agent or employe of the company, but on the contrary exposed, without protection, to the dangers that naturally arise in allowing cars to remain unprotected where they might be carried from the sidetrack onto its main line, and thus become a standing menace to the property of the railway company, its employes and the traveling public? This is a matter of public concern.

"We believe that it will not be seriously controverted that at times, on account of storms and high winds, cars may be carried from the side track to the main line or wrecked thereon, or, through the unlawful interference of persons, switches may be left open, thereby endangering the trains upon the main line.

"There may be a class of cases requiring sidetracks to be constructed upon the main line of a railway, not at or near a regular station thereon, but this board would hesitate before making such an order in any case, and a much stronger showing would have to be made than has been made in this case, and, if the occasion should require such an order in the future, this board would feel that its duty to the public would demand that every possible safeguard should be made against accident or casualty which might be occasioned by the construction of such a switch at such an unusual place. The public has a right to every possi-

ble protection against accident or extra hazard in the operation of railway trains."

The commissioners, after carefully considering all the facts and circumstances connected with this case, have reached the unanimous conclusion that they would not be justified, at the present time, in making any order herein.

Des Moines, Iowa, August 8, 1899.

No. 2003—1899.

In the matter of approval of an interlocking switch system or safety device at grade crossing of Chicago, Burlington & Quincy, Chicago, Milwaukee & St. Paul and Chicago, Rock Island & Pacific Railway companies' lines near Ottumwa, Iowa.

Be it remembered, that the board of railroad commissioners of the state of Iowa, on the 7th day of February, 1899, inspected and examined an interlocking switch system or safety device equipped and to be operated jointly by the Chicago, Burlington & Quincy Railroad company, the Chicago, Milwaukee & St. Paul Railway company and the Chicago, Rock Island & Pacific Railway company, at or near Ottumwa station, in the county of Wapello, and state of Iowa, and at a point where each of said railways crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa, on the 7th day of February, 1899, approved the equipment of such interlocking switch system or safety device as aforesaid.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, and the secretary thereof, at the city of Des Moines, state of Iowa, this 7th day of February, 1899.

No. 2004—1899.

CITIZENS OF RIVER JUNCTION,

v.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

} *Petition for telegraph operator.*

Petition filed February 18, 1899.

To the Honorable Board of Railroad Commissioners of Iowa:

GENTLEMEN—The undersigned citizens and residents of Johnson county, Iowa, who reside near the station called River Junction in said county, and who transact business in connection with the Burlington, Cedar Rapids & Northern Railway company at said place, would respectfully show your honorable body that said station, to-wit, River Junction, is one at which considerable business is transacted, stock and grain shipped to various points in and out of the state, and considerable public business of such character is transacted with said company at said place.

That for many years said railway company, to-wit, the Burlington, Cedar Rapids & Northern Railway company, have employed, kept and maintained a telegraph operator at said place in order to transact business for the public generally; that within the last year past said company have failed and neglected to keep a telegraph operator to transact such business as the public may want to do; that by reason thereof great inconvenience in doing business at said place has been brought about, and that an operator is greatly needed at said

place, the country around said station being thickly settled and much business is being transacted thereat.

Your petitioners would pray your honorable body that such action be had as in your power, under and by virtue of the laws of the state, asking and requiring that said company above mentioned procure and keep a telegraph operator at said station to transact such business as the public needs and may demand.

All of which is respectfully submitted to you for such consideration as the same merits.

Dated January 10, 1898.

(Signed)

HENRY WALKER,
ELI FOUNTAIN,
E. D. PORTER,
and forty-two others.

The complaint was taken up at once with the respondent railway company, and Mr. W. P. Brady, general agent, wrote the board substantially as follows:

"I would state that Mr. G. A. Goodell, our superintendent, had an interview with many of the parties who signed the petition for telegraph facilities at this station, which you forwarded to this company under date of February 20th, last, and he advised that the majority of them expressed themselves as being satisfied with the telephone connection that had been arranged between River Junction and Lone Tree, a station six miles east of this one.

"Our business is not heavy at River Junction and the present agent, who is not an operator, has been in our service for the past twenty years at that point, and should telegraph service be insisted on, it would involve his removal and the appointment of a man familiar with telegraphy. It would seem from the results of Mr. Goodell's investigation, that the majority of the residents in that vicinity are satisfied with the present telephone connection."

Under date of August 11th, Mr. E. D. Porter, one of the petitioners, wrote the board that at the time the telephone was put in it was the understanding it was to be only a trial; that they had tried it and were not satisfied, and that they still asked and demanded telegraph service. On same date Mr. Eli Fountain, another petitioner, said: "As to myself, I do not have any great amount of telegraphing to do, and no telephoning, and I say give us a telegraph."

The matter was the subject of further correspondence, the petitioners still insisting on telegraph service, and on March 8, 1899, the commission, after due notice, visited River Junction for the purpose of inspecting the town and surrounding country, and hearing such statements as interested parties might wish to make concerning the case.

Subsequent to the hearing at River Junction, a petition was received by the commissioners containing something over fifty signatures, and stating that:

We, the undersigned residents of River Junction and vicinity, hereby take pleasure in stating to your honorable body that H. B. McCullough, the present agent of the Burlington, Cedar Rapids & Northern railway, at that point, has occupied this position for a number of years, and that in our dealings with him we have found him to be an accommodating employe of the company in all respects. We also believe that the telephone service that now connects the town of River Junction with Lone Tree, affords ample facility for the transaction of all business that could be made tributary to that point at present; and we further believe we should not enjoy the same facilities for making hasty calls for physicians at Lone Tree free of charge, as we do by telephone.

(Signed)

WM. T. KELSO,
And fifty-four others.

In sending this petition to the board, a letter from the agent, Mr. McCullough, to Mr. W. P. Brady was enclosed therewith. This letter states substantially that every man in the town of River Junction except four or five had signed the petition; that Mr. John Kirkpatrick, whose name is on the petition,

had bought more grain at that station than all River Junction buyers combined, and it was all bought from parties over the telephone since it was put in; that Messrs. Frank Rayner, Jones Evans and George Miller, stock buyers, use the telephone daily and are well satisfied with the service, and all say that they could not do without the 'phone; that their names would be found on petition for telegraph service, but they signed that before the telephone was put in; others signing the original petition had signed the one indorsing the present service for the same reason.

Concerning the petition just quoted, Mr. E. D. Porter wrote the board saying: "We think this petition should not be taken into consideration as to the stock buyers; they are from Lone Tree, and are interested in that place and not here. All but a very few of the signatures are from men who do business no place and with no one. But one business man here signed it, that being W. T. Kelso, who is a man that is always opposed to the building up of any kind of an enterprise."

River Junction is a small village in Johnson county, containing some forty inhabitants, and the ordinary business of such a town is transacted there. The railway company states that at no time has the company ever employed an operator there, although an instrument was placed there at one time to accommodate the daughter of their agent, who was learning telegraphy, and for a time, to assist her father, acted in the capacity of operator, but at no time did the fees of the office amount to more than \$1.40 per month from this service. The representative of the railway company stated that at a number of small stations similar to River Junction telephone service had been established with the most gratifying results, and furnished the following list of such stations:

"Waverly Junction with Waverly.
Roots Siding with Clarksville.
Adams with Nichols.
River Junction with Lone Tree.
Hills Siding with Iowa City.
Cedar Valley Quarry with Plato.
Noels with McCausland.
Martins with McCausland.
Black Hawk with Davenport.
Toddville with Center Point.
Otterville with Independence.
Brainard with West Union.
Alto Siding with Palmer."

While the complaint is directed toward the telephone service at River Junction, the most serious fault seems to be found with the agent and his manner of conducting the business of the company at that point.

This complaint was met, to some extent at least, by the counter petition endorsing the administration of Mr. McCullough. The commissioners do not feel that they would have the right, under the circumstances in this case, to recommend the removal of the agent now employed by the railway company at River Junction.

The telephone at this station is kept in the room where the agent is located, and no privacy is possible in sending messages. The agent stated, however, that he would leave the room at any time when so requested by parties desiring to use the telephone. It would seem to the board that this arrangement would hardly be a desirable one, and recommend to the railway company that the telephone be

enclosed, as soon as possible, in a small booth, or room, that could be entirely closed, and made practically sound proof, in order that parties desiring to use the telephone could do so with privacy.

The commissioners believe this arrangement would be for the best interests of all concerned, and bring about a more satisfactory condition of affairs at this station, and the Burlington, Cedar Rapids & Northern Railway company is so informed. When the small room or booth is provided for telephone at River Junction, as suggested, this case will be regarded closed.

DES MOINES, Iowa, August 8, 1899.

(NOTE—The railway company complied with the recommendation of the board.)

No. 2005—1899.

In the matter of the petition of the Chicago Great Western Railway company for permission to condemn certain lands for additional depot grounds at Oelwein.

In the matter of the petition of the Chicago Great Western Railway company for permission to condemn certain lands for additional depot grounds in the city of Oelwein, state of Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that, upon the application of the Chicago Great Western Railway company to this board, stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds for the use of said company, the commissioners proceeded, in conformity with law, to examine into the matter of said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described in said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Commencing at the southwest corner of lot three (3), block three (3), in Bennett's addition to the town of Oelwein, Fayette county, Iowa, thence east to the southeast corner of said lot three (3), thence north on the east line of said lot three (3) one hundred and ten (110) feet, thence southwesterly in a straight line to place of beginning, in so far as the undivided three-fourths interest held therein by D. T. Corkery, J. W. Corkery and Lizzie E. Gallagher.

In witness whereof, the said board have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Fayette county, state of Iowa.

Done at Des Moines, Iowa, March 8, 1899.

No. 2005—1899. Supplemental.

In re petition of the Chicago Great Western Railway company for permission to condemn certain lands for additional depot grounds at Oelwein, Iowa.

In the matter of the petition of the Chicago Great Western Railway company for permission to condemn certain lands for additional depot grounds in the city of Oelwein, state of Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Chicago Great Western Railway company to this board, stating the desire of said company to condemn the property, hereinafter more particularly described, for additional depot grounds, for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that,

in the opinion of the board of railroad commissioners, the additional lands described herein being the property described in said application, are necessary for the reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Commencing at the southwest corner of lot three (3), block three (3), Bennett's addition to Oelwein, Fayette county, Iowa, thence east to the southeast corner of said lot three (3), thence north on the east line of said lot three (3) one hundred and ten (110) feet, thence southwesterly in a straight line to place of beginning; also, lot one (1), block four (4), in Bennett's addition to Oelwein, Fayette county, Iowa.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Fayette county, state of Iowa.

Done at Des Moines, Iowa, March 16, 1899.

No. 2006—1899.

In the matter of approval of an interlocking switch system on line of Atchison, Topeka & Santa Fe Railway company, at west end of drawbridge over the Mississippi river at Fort Madison, Iowa, to be used in connection with the operation of said drawbridge.

Be it remembered, that the board of railroad commissioners of the state of Iowa, on the 23d day of June, 1899, inspected and examined an interlocking switch system or safety device equipped and to be operated by the Atchison, Topeka & Santa Fe Railway company, at or near Fort Madison, Iowa, at a point on the line of said railway where it approaches the drawbridge over the Mississippi river, which said drawbridge is used by said railway company for the passage of its trains over and across the Mississippi river, for the purpose of rendering it safe for engines and trains to pass over the said bridge from the west without stopping, and the board of railroad commissioners of the state of Iowa, on the 23d day of June, 1899, approved the equipment of such interlocking switch system or safety device as aforesaid; however, the speed of trains approaching and passing over the derail should not exceed twenty miles per hour.

Done under the hand and seal of the board of railroad commissioners of the state of Iowa, by the secretary thereof, at the city of Des Moines, Iowa, this 1st day of July, 1899.

No. 2007—1899.

In re petition of the Burlington, Cedar Rapids & Northern Railway company for permission to condemn certain lands for additional depot grounds at Estherville, Iowa.

In the matter of the petition of the Burlington, Cedar Rapids & Northern Railway company, for permission to condemn certain lands for additional depot grounds in the city of Estherville, state of Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that, upon the application of the Burlington, Cedar Rapids & Northern Railway company to this board stating the desire of said company to condemn the property hereinafter more particularly

described for additional depot grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described herein, being the property described in said application, are necessary for the reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Lots two (2) and three (3), in block sixty-one (61), of Estherville, Emmet county, Iowa.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instruction that the same be filed with the clerk of the district court of Emmet county, state of Iowa.

Done at Des Moines, Iowa, July 7, 1899.

No. 2003—1899.

In re petition of the Burlington, Cedar Rapids & Northern Railway company for permission to condemn certain lands for additional depot grounds at Vinton, Iowa,

In the matter of the petition of the Burlington, Cedar Rapids & Northern Railway company for permission to condemn certain lands for additional depot grounds in the city of Vinton, state of Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Burlington, Cedar Rapids & Northern Railway company to this board stating the desire of said company to condemn the property hereinafter more particularly described, for additional depot grounds for the use of said company, the commissioners proceeded, in conformity with law, to examine into the matter of said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described herein, being the property described in said application, are necessary for the reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Lots seven (7) and eight (8), in block six (6), Tilford's addition to Vinton, Benton county, Iowa.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Benton county, state of Iowa.

Done at Des Moines, Iowa, June 28, 1899.

No. 2009—1899.

E. L. BLACKMORE AND OTHERS, APLINGTON,

v.

ILLINOIS CENTRAL RAILROAD COMPANY.

} *Stopping fast train at Aplington.*

Complaint filed July 4, 1898.

DECISION OF COMMISSIONERS.

E. L. Blackmore, claiming to represent certain of the inhabitants of the town of Aplington, of Butler county, Iowa, presented to the board of railroad commis-

sioners a petition demanding that the Illinois Central Railroad company be compelled to stop its through night passenger trains at that station, and alleging that such trains had, within a short time prior thereto, made regular stops at such station for many years, and that, under the present management and operation, as shown by its time table or schedule, such trains were required to stop only for passengers and baggage where the destination thereof was east of Waterloo and west of Fort Dodge, stations upon said line of railway, and also for the accommodation of passengers desiring to stop at Aplington, having purchased tickets or having taken passage upon said trains outside of and beyond the stations of Waterloo and Fort Dodge.

The complaint was, in the usual and ordinary manner, submitted to the proper officials of the railroad company for its consideration and reply. Within a reasonable time the railroad company made reply to said complaint and declined to comply with the demands of the petition or otherwise change or modify the running arrangements then in force respecting said through passenger night trains. It was contended by the railroad company that the trains aforesaid were fast through trains between Chicago, within the state of Illinois, and Sioux City, within the state of Iowa, and making close running connections with other through trains, and that such trains were the only through passenger trains so operated between the points aforesaid by said railroad company not making regular daily stops at the town of Aplington; that it is now providing reasonable and adequate train service for the traveling public, including the inhabitants of the town of Aplington; that it has in operation, exclusive of the night trains, four passenger trains daily upon its line of railway passing through the town of Aplington, making regular stops, and that, in addition, three freight trains daily upon which passengers have the right and privilege of being carried; that the passenger trains were so operated that reasonable passenger service was extended to the traveling public.

The board being familiar with the ordinary conditions then existing at Aplington, the number of inhabitants and the general character of business of the town and surrounding community, and having knowledge of the number of trains each way in operation daily upon such line of railway, submitted in a general and informal way the opinion of the board with reference to the complaint, and to some extent its views respecting the same, and informing the person who assumes, at least, to represent the town of Aplington, that if, in his opinion, it was desirable, the board would go to Aplington and make an additional investigation.

The board having received a communication that such hearing was desirable, Commissioners Palmer and Mowry, together with the secretary, upon due notice being given all parties, went to Aplington and held a public hearing, extending to all parties an opportunity to make such statements as they or each of them might desire. At this hearing little or no new facts were disclosed which were not fully known to the commissioners. It was contended on the part of those present, or at least some of them, that if these trains should stop at Aplington it would give those who might have occasion to go to intermediate points between Ft. Dodge and Waterloo, one additional train each way daily; and that those wishing to visit neighboring towns are required to go by team.

It was further claimed that it was an act of discrimination on the part of the railway company against the people of Aplington; that these trains having for many years made regular daily stops at this station, that the railway company

had no right or authority to make the change in question, or in fact any change, whereby these trains should not be compelled to make regular daily stops. Another objection made was that the passenger trains operated between Waterloo and Ft. Dodge, which had been put upon this line to better accommodate the local passenger traffic, was detrimental to the business interests of Aplington; that it gave an opportunity to purchase merchandise at other points, and two or more of the citizens expressed a desire that such trains should be, for that reason, withdrawn and abandoned by the railroad company.

We find the following to be substantially the undisputed facts: That the town of Aplington has about 500 inhabitants; that it has no railway facilities or advantages except such as may be provided for it by the Illinois Central Railroad company; that the distance between Parkersburg and Aplington is about five miles, and that Parkersburg is nearly east therefrom; that Austinville is about five miles west and the town of Ackley about ten miles west, all by rail, and all upon the line of said railway; that a daily passenger train passes through Aplington, Sundays excepted, going west at 11:44 A. M., and another going east at 5:02 P. M., these trains being through trains between Sioux City and Chicago and making connections with trains upon its own line of railway, as well as others, at the last named cities; that another daily passenger train is in operation, Sundays excepted, between Ft. Dodge and Waterloo, which has been in operation since the night trains in question have not made Aplington station a regular stopping point, passing through Aplington going east at 9:53 A. M., and going west at 6:47 P. M.; that during the daytime there are one or more freight trains, having the right to carry passengers, passing daily each way.

We find that the trains in question, that is, the daily midnight trains, do not stop at Aplington, except upon signal, and then only for passengers and baggage destined east of Waterloo or west of Ft. Dodge, except in case of sickness or other emergency; that the distance between Ft. Dodge and Waterloo is about 100 miles; that the trains aforesaid pass through Aplington as follows: The east-bound train at 1:02 A. M. and the west-bound train at 12:33 midnight; that these trains are operated principally for the accommodation and convenience of the passenger traffic between the state of Iowa and other states, and that the business carried on and conducted thereon and thereby is largely interstate; that these trains are composed of sleeping cars, passenger coaches and mail and express cars, and that in the operation of said trains between the city of Chicago, within the state of Illinois, and Sioux City, within the state of Iowa, no change is made in said trains or the coaches or cars thereof, except change of engines; that through mail and express is carried and transported by said trains between this and other states; that the actual running time of said trains, stops excluded, is substantially fifty-five miles per hour; that between Sioux City and Dubuque the trains in question do not stop at towns or stations of the size or population of Aplington, or of less population, unless at railroad crossings, under any different conditions than at Aplington; that the people of Aplington are given by the railroad company the same advantages and enjoy the same privileges and benefits of towns of a similar size that are extended to other communities within this state along the lines of this company, so far as passenger service may be involved.

While it is not conceded by the complainant, we find that the passenger business at this station has substantially increased since the operation of the trains between Waterloo and Ft. Dodge.

The foregoing are the material and pertinent facts, as we deem them, necessary to a fair understanding of the matter in controversy.

We regard the question involved in this case of great public importance, and we regret that the representative of the people of Aplington, apparently, at least, does not seem to comprehend the far-reaching influence or bearing which this controversy may have upon the transportation question in this state. We may justly infer from his attitude and declarations that but one interest, and only one, should be considered, and that the interests of the public should be ignored: that through fast trains should not be encouraged, or even permitted, if, for any cause, any number of people should be discommoded or discomforted thereby, regardless of the great number that may, through necessity or otherwise, require and stand in need of rapid and safe transit. The railways of to-day are expected, and in fact should be required, to furnish reasonable rapid transit to and from the great commercial centers. A railway company which does not provide, within a reasonable time and under ordinary conditions, suitable, proper and safe equipment and roadbed for the purpose of accommodating the through public travel greatly impairs the wealth and prosperity of the country through which such line may be located, and such community, in the opinion of this board, would have just cause for requiring proper through service. The people along the line of the Illinois Central are entitled to a through and reasonably rapid passenger service. It is the duty of the common carrier to give reasonable accommodation and passenger service to both classes of its patrons, the local as well as the through passenger.

It is conceded in this controversy, and if not it is true, that this railroad company has in operation upon this line six passenger trains every twenty-four hours, Sunday excepted in some of them, four of which stop at all stations, carry local as well as through passengers, and only one train each way provides more especially for the care, comfort and convenience of the through passenger. This train between Sioux City and Chicago runs at the average speed of about fifty-five miles per hour, not stopping at stations of the population of Aplington or less, unless for through passengers whose destination is east of Waterloo or west of Ft. Dodge. Is this service reasonable? If so, then the board cannot interfere with the management or the operation of this train in this regard. The public holds the railway companies responsible, and requires of them a high degree of care in protecting the passenger from danger or injury. We cannot say, if we had the authority so to do, that this train should be operated at any higher rate of speed, or that it would be reasonable to do anything that would prevent through passengers from arriving at Chicago later than 10:10 A. M. or Sioux City later than 7 A. M. These are matters that we ought not to interfere with unless for very excellent reasons, and it has been questioned whether we have any jurisdiction over a train of this character where other and reasonable service is given the public, which will be referred to later in this decision.

In referring to the running time of this train, we are of the opinion that, unless a roadbed and equipment are in proper and excellent condition, due regard for the safety of the traveling public would not be subserved in requiring a too high rate of speed.

In passing upon this question, we are to consider the effect of making an order in this case requiring these fast trains to stop at this station, and what effect it would have upon passengers and public carried upon the through trains upon this line. If all towns of the size of Aplington may have the right to compel through trains to stop thereat upon this line, it would soon destroy all rapid transit within this state upon this line, and if this rule is applied to this railway, it would be

our duty to apply it to all railways in the state whenever an application was made to do so where the conditions were similar. In fact, an attempt was made in this case to induce other towns of the size of Aplington to join in this controversy and require these trains to stop at such points.

The question of interfering with interstate commerce and traffic is clearly within this case, but as it has not been presented or argued by either party we deem it advisable not to consider or decide it upon that ground.

When a railway company carrying traffic, whether freight or passengers, between two or more states, upon interstate trains, and reasonable service by the railway company is provided for the state and local traffic, there may be a serious question whether the state authorities, either through the courts or commissioners, have the right to retard or in any other way unreasonably interfere with such trains. We are not unmindful of the right of the state to exercise its police regulations with reference to the manner of the operation of such interstate trains or in any other reasonable way, but from a careful reading of the case of the Illinois Central Railway company v. the State of Illinois, reported in vol. 163, page 142, of the U. S. Reports, and the cases therein cited, as well as others, it would seem that the court is not disposed to permit unreasonable interference with the operation of trains carrying interstate business, and that it will protect such traffic whether carried by freight or passenger trains, from any undue or unreasonable regulations.

We have reached the conclusion in this case that we ought not to make any order therein; that the railroad company in operating six passenger trains through the town of Aplington, daily, Sunday excepted, four of which carry both through and local passengers, and two of which carry through passengers to all points where such trains stop east of Waterloo and west of Ft. Dodge, is extending to the people reasonable service, and considering the service upon the freight trains each way the railway company is not discriminating against the town of Aplington or that locality. To make the order contended for by the person who claims to represent the people of Aplington, in this case, would in time require these interstate trains carrying through passengers, as well as mail and express, to stop at about all the towns between Sioux City and Dubuque, within the state. It would thereby practically destroy all through connections with other trains and would impede and interfere with all passengers who might be obliged to travel upon these trains upon this line of railway. The actual running time upon this line of railway, considering the condition of the roadbed and track, ought not to be increased, at least sufficiently to make up for all local delays and stops which would be occasioned thereby, if we should make the order asked for.

Each case must necessarily be governed and controlled largely by the conditions existing and affecting the immediate locality and the demands of the public. There might be conditions that would require a different ruling, but in this case the trains carrying through and local passengers, and which make regular stops at Aplington, pass at such hours in the daytime as would seem to give reasonable accommodation to the public, and at a seasonable time.

It is the unanimous decision of the board that it ought not to interfere with the service upon this line of railroad at this time, and that to do so would do a great injustice to the traveling public generally, and would be establishing a precedent that might in time, if carried into effect, work a great hardship and great inconvenience to those requiring reasonably rapid transit upon this line of railway, as well as upon all others throughout the state. It must not be under-

stood, however, that the decision reached in this case should be applied to all through trains operated within the state or localities situated thereon. Each case, as we have stated before, must be governed largely by the existing conditions, and this board, upon proper complaint, will interfere whenever in its judgment and opinion, the railway companies are not giving to the public reasonably good local as well as through service.

Des Moines, Iowa, June 26, 1899.

No. 2010—1899.

In re petition of the Chicago, Rock Island & Pacific Railway company for permission to condemn certain lands for additional depot grounds at West Liberty, Iowa.

In the matter of petition of the Chicago, Rock Island & Pacific Railway company for permission to condemn certain lands for additional depot grounds in the town of West Liberty, state of Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Chicago, Rock Island & Pacific Railway company to this board stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds, for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of a majority of the board of railroad commissioners, the additional lands described herein, being the property described in the application, are necessary for the reasonable transaction of the business, present and prospective, of said railway company, to-wit:

A strip of land 25 feet in width over, across, and through out lot 10, in the county auditor's survey of the subdivision of out lots of the southwest quarter of the southwest quarter of section 12, township 78, north of range 4 west, containing about fifteen one-hundredths of an acre. The north boundary line of said 25-foot strip intersecting the west line of said out lot 10, about 55 feet south of the northwest corner thereof and intersecting the east line of said out lot 10 about 73 feet south of the point where the east boundary line of said out lot intersects the southwest boundary line of the right of way of the Burlington, Cedar Rapids & Northern railway.

Also, a strip of land 25 feet in width across the north part of out lot 8 in the county auditor's survey of the subdivision above described. The northerly line of said 25 foot strip intersecting the west line of said out lot 8, about 73 feet south of where the west line of said out lot intersects the southwesterly boundary line of the right of way of the Burlington, Cedar Rapids & Northern railway, and intersects the northeasterly boundary line of said out lot 8, about 130 feet southeasterly from the point of intersection of the west boundary line of said out lot 8, and the southwesterly boundary line of the right of way of the Burlington, Cedar Rapids & Northern railway, containing about six one-hundredths of an acre.

Also all that lot or parcel of land situated in the northwest quarter of the southwest quarter of section 12, township 78, north of range 4 west, described as follows:

Beginning on the west line of said section 12, at the point of intersection thereof with the north line of the original right of way of the Chicago, Rock Island & Pacific railway; thence east along the south line of the piece of ground now

belonging to the said company 391 feet, more or less, to the west line of the station grounds of the Burlington, Cedar Rapids & Northern Railway company; thence south along the west line of said station grounds of the Burlington, Cedar Rapids & Northern railway 139 feet, more or less, to the north line of another piece of ground now belonging to said Chicago, Rock Island & Pacific Railway company; thence west 232 feet to the north boundary line of the original right of way of the Chicago, Rock Island & Pacific Railway company; thence northwesterly to the point of beginning. Containing about one acre of land.

In witness whereof the said majority of the members of the board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Muscatine county, state of Iowa.

Done at Des Moines, Iowa, August 4, 1899.

No 2011—1899.

In the matter of the petition of the Iowa Central & Western Railway company for permission to condemn certain lands for additional depot grounds at Algona, Iowa.

In the matter of the petition of the Iowa Central & Western Railway company for permission to condemn certain lands for additional depot grounds in the town of Algona, Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Iowa Central & Western Railway company to this board, stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds for the use of said company, the commissioners proceeded, in conformity with law, to examine into the matter of said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described in said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Lots Nos. 1, 2, 5, 6 and 7, in block 148, in Call's addition to the said town of Algona; lots Nos. 3 and 4, in said block 148, in Call's addition to the town of Algona; lot No. 8, in the same block; lots Nos. 1, 2 and 8, in block 149, in Call's addition to the said town of Algona; blocks 150 and 151, in said Call's addition to the town of Algona, and lots 1, 3, 4, 5, 6, 7 and 8, in block 152 of Call's addition to the town of Algona.

In witness whereof the said board has caused this certificate to be executed, and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Kossuth county, state of Iowa.

Done at Des Moines, Iowa, September 20, 1899.

No. 2011—1899. (Supplemental.)

In the matter of the petition of the Iowa Central & Western Railway company for permission to condemn certain lands for additional depot grounds at Algona, Iowa.

- In the matter of the petition of the Iowa Central & Western Railway company for permission to condemn certain lands for additional depot grounds in the town of Algona, Iowa, the board of railroad commissioners of the state of Iowa, do

hereby certify that upon the application of the Iowa Central & Western Railway company to this board, stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds for the use of said company, the commissioners proceeded, in conformity with law, to examine into the matter of said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described in said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Lots 3, 4 and 5 in block 149, lots 6 and 7 in block 149, and lot 2 in block 152, all of said lots being in Call's addition to the town of Algona, Iowa.

In witness whereof the said board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Kossuth county, state of Iowa.

Done at Des Moines, Iowa, October 20, 1899.

No. 2012—1899.

In the matter of the petition of the Gowrie & Northwestern Railway company for permission to condemn certain lands for additional depot grounds at Manson, Iowa.

In the matter of the petition of the Gowrie & Northwestern Railway company for permission to condemn certain lands for additional depot grounds in the town of Manson, state of Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Gowrie & Northwestern Railway company to this board, stating the desire of said company to condemn the property, hereinafter more particularly described, for additional depot grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described in said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company, to-wit:

Block 21 of the fifth addition to the town of Manson, except the west two acres thereof.

The west 250 feet of lot 4, in block 20 of the fifth addition to the town of Manson.

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Ebersole's subdivision of lot 1, block 20 of the fifth addition to the town of Manson.

Lots 11, 12 and 14, and the east $\frac{1}{4}$ of lot 13, in block 5 of Willey's first addition to the town of Manson.

Lot 12, and the west 6 feet of lot 13, and the east 12 feet of lot 11 of R. A. Horton's subdivision of block 6 of Willey's second addition to the town of Manson.

Lots 2, 3 and 4, R. A. Horton's subdivision of block 6 of Willey's second addition to the town of Manson.

Also, a tract of land described as follows: Commencing on the north line of block 6, of Willey's second addition to the town of Manson, 429 feet from the center of Baltimore avenue, thence north 300 feet, thence east 250 feet, thence south 300 feet, thence west along the north line of said block 6, 250 feet to place of beginning.

In witness whereof the said board have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Calhoun county, state of Iowa.

Done at Des Moines, Iowa, September 27, 1899.

CASES CLOSED BY CORRESPONDENCE.

CASES CLOSED BY CORRESPONDENCE.

No. 2013—1899.

OLINE BROS., PAGE CENTER,

v.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

Petition for agent.

Filed January 3, 1898.

Messrs. Oline Bros., Page Center, wrote the board stating that the citizens of that place had requested the Chicago, Burlington & Quincy Railroad company to employ an agent at that station; that when the road was built the farmers donated some land and money to the company on condition that an agent be kept there for twenty years; that an agent was only employed there a few years; that the town was a small one with but one store, although doing quite a lot of business.

The commissioners called the attention of the railroad company to the case and it is understood that several attempts were made by the citizens and the railroad company to arrive at some mutual and satisfactory agreement without success.

On February 16, 1899, Mr. C. M. Levey, superintendent Chicago, Burlington & Quincy Railroad company, wrote the board concerning this case. The board deem it best to print the same in full, as it presents in detail the position of the railway company in the case:

"Your letter of January 14th addressed to Mr. W. C. Brown, general manager, with copy of letter from Oline Bros., of Page Center, Iowa, asking that an agent be placed at that point, was referred to me.

"With special reference made to statement by Oline Bros., will say that no promises with regard to maintaining an agent at Page Center have ever been made, neither was there an agreement at the time the road was built to keep an agent there for twenty years. There is only one store at Page Center. Oline Bros. run this and they, themselves, the buyers of hogs and grain mentioned in their letter.

"When this branch was first built through Page Center, an agent was placed at that point and kept there for five years, and I am informed that the business during that period was not sufficient to justify the company in maintaining an agent. At that time the land naturally tributary to Page Center was under cultivation, and produced as much business for a railroad as it does to-day, and, if the station could not be made to pay then, there is nothing in the condition now to warrant any more business being transacted at that point. The carload business for the past three years is as follows: 1896, forty-six cars; 1897, fifty-three.

cars; 1898, eighty-nine cars. The grain shipments during 1898 were heavier than usual on account of corn having been cribbed and held over from previous years.

"One alleged source of complaint is inconvenience in ordering cars and getting information about trains and other matters; also, that the section foreman has the key to the depot and is only there at train time, and occasionally small shipments are received which it is not convenient to take away from the station promptly, and if people come there at other hours than train time the section foreman is not there.

"To overcome this difficulty, we have made this proposition to Oline Bros.: That we will give them telephone service between their store at Page Center and our agent's office in Clarinda free of all expense to them, and will also furnish them pass between Page Center and Clarinda during the time the arrangement is in effect, provided they will keep an eye on our business at Page Center, and open the depot and deliver freight that may be received.

"We would propose to have two keys to the depot waiting-room, one to be kept by the section foreman, who will keep the room clean, and the other key kept at Oline Bros.' store, so that they could have the waiting-room open at train time.

"There would be some objections to two parties having keys to the wareroom. We would, therefore, propose to have only one key to the wareroom and put this in charge of Oline Bros.

"As nearly all of the business transacted at Page Center is done by Oline Bros., it looks to us as though this arrangement should be eminently satisfactory to them, as it would enable them at any time to order cars and get information from Clarinda about trains, rates, etc.

"The fact that Clarinda is the county seat and a large and important town, the business that might otherwise be done at Page Center goes to Clarinda, and an agent at Page Center would not change this in the slightest.

"The arrangement suggested is, I understand, satisfactory to Oline Bros., with the exception that they want to be permitted to collect freight charges, etc. This we have declined, because it would necessitate a full set of station reports being made, besides it would be necessary to have them give us bond, as it is required from all employees who handle money, and, in fact, would involve more trouble and expense than the business would justify, besides making so much extra work for Oline Bros. that they would not long be satisfied to do it, as the reports would have to be made and sent in, whether any business was transacted or not."

The complainants, who were furnished copy of Mr. Levey's letter addressed further communications to the board concerning this complaint, and on March 14th, the commissioners disposed of the case by writing the complainants substantially as follows: That the board had reached the conclusion that under all the circumstances it believed the suggestions made in the letter of Mr. C. M. Levey, superintendent Chicago, Burlington & Quincy Railroad company, under date of February 16, 1899, should be put into effect and given a fair trial; that if their experience, after such trial, led them to believe that reasonably fair and adequate service was not furnished by the railroad company at that point, upon a further application to the board it would make a personal inspection and examination of the condition existing there and would give all interested parties an opportunity to be present at such hearing; but that from the best information that the board then had, it believed it would be found that this service would

meet the business requirements at that point, and the case would be considered closed until a further application was made.

Des Moines, Iowa, November 10, 1899.

No. 2014—1899.

A. E. HOLLINGSWORTH, DUNREATH,

v.

ILLINOIS CENTRAL RAILROAD CO.

Minimum weight the marked capacity of car.

Complaint filed January 28, 1898.

On the above date Mr. A. E. Hollingsworth, representing the Success Coal company, of Dunreath, Iowa, called at the office of the board and stated that his company was engaged in shipping coal via the Des Moines, Northern & Western, to points on the Illinois Central railroad, and that while other companies, notably the Chicago, Rock Island & Pacific and the North-Western and Milwaukee receive these cars at actual weight, as also the Wabash in bringing this coal from the Dunreath mines to Des Moines, yet upon reaching the Illinois Central that company set the weight up to the marked capacity of the car regardless of the amount in the car; that the coal is light and bulky, more so than ordinary soft coal, and that in consequence they were unable to load more than fifty to fifty-two thousand pounds on a sixty thousand pound car, and other amounts in proportion to the length or capacity of the car, without loading so full as to cause the coal to fall off and waste in transit; that such action is discriminative and detrimental to their business, and the complainant asked the board to intervene in his behalf; that he has put in claim for the amount of the overcharge thus accruing, but that thus far the company has returned such claim disallowed.

The attention of Mr. J. T. Harahan, second vice-president of the company, was called to the complaint, and on February 12th he wrote the board concerning this case, as follows:

"Referring again to your favor of 4th inst., in reference to complaint of the Success Coal company, of Dunreath, Iowa, as to overcharge on coal, I have looked into this matter and find that we have received only one claim from the Success Coal company in the past year. All the papers in that claim were returned to J. N. Tittmore, general freight agent of the Des Moines, Northern & Western railroad, on the 2d inst. with advice that we would share in the overcharge on account of the weight. Our freight claim agent's file does not show the particulars of the case, but his recollection is the capacity weight of the car was charged, while the papers indicated that the actual weight of the contents was less. As it was a foreign car and the coal company claimed they loaded all they could, a reduction was made to the actual weight.

"In reference to the statement made by Mr. Hollingsworth that it is the custom of this company to set up the weight to the marked capacity of the car regardless of the amount in the car, I beg to advise that our rule is that soft coal be billed at actual weights furnished by the miners, subject to the supervision of the Western Railway Weighing association, with the marked capacity of the car as a minimum, except that on shipments loaded in our cars of thirty tons capacity the minimum is twenty-eight tons on lump coal and twenty-seven tons on fine coal. The same rule applies to foreign cars coming on our line from other roads.

Of course, if shippers produce satisfactory evidence to show that foreign cars loaded up to their full capacity do not hold their minimum, we refund the excess freight charges. This is the understanding with the mines off the line of our road."

Mr. Hollingsworth, on April 15th, advised the board that his claim had been paid.

Des Moines, Iowa, November 1, 1899.

No. 2015—1899.

S. B. FRUM, SHELBY,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

} *Application for coal house site.*

Complaint filed April 5, 1898.

Mr. Frum wrote the board on April 4th that he had been trying to get a location for a coal house at Shelby on the tracks of the Chicago, Rock Island & Pacific Railway company; that there was but one dealer at that place besides himself; that he was greatly handicapped by having to haul coal and throw into houses located off the track. The matter was taken up with the railway company, and it was supposed by the board that an adjustment had been reached. However, on March 23, 1899, Mr. Frum stated that he had no location and still desired one.

The case was reopened, and, after some further correspondence, Mr. W. H. Hobbs, superintendent, wrote the board that Mr. Frum was now located upon their sidetrack; that he had occupied a coal house sixteen feet long and twelve feet wide, and had a sand bin eight feet long, which took up all the room he was allotted. Mr. Hobbs sent a copy of the lease for this location, and, the complaint being satisfied, the case is closed.

Des Moines, Iowa, November 10, 1899.

No. 2016—1899.

R. H. SMITH ET AL., BY G. C. HOOVER,
ATTORNEY, WEST BRANCH, AND
BOARD OF SUPERVISORS, CEDAR
COUNTY,

v.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

} *Dangerous highway crossing.*

Petition filed April 15, 1898.

The following petition was filed with the board:

To the Right Honorable Board of Railroad Commissioners:

We, the undersigned petitioners, respectfully request the right honorable board of commissioners to cause the Burlington, Cedar Rapids & Northern railroad to put in and maintain a good and safe crossing where the public road crosses the line of said Burlington, Cedar Rapids & Northern railroad, which crossing is now situated about three-quarters of a mile

north of the incorporated town of West Branch, Iowa, and being the first crossing outside of the limits of the said incorporated town of West Branch, for the reason that said crossing is now dangerous and a menace to the public, as is more fully explained in the petition accompanying this.

R. H. Smith, L. Hemingway, B. F. Schofield, Angley Smith, S. G. Ellyson, C. M. Gruwell, Mrs. G. S. Gruwell, John Wertabaugh, P. P. Morse, Harry Vincent, Ed. Saylor, John Devang, William P. Negus, F. B. Adair and sixty others.

Mr. G. C. Hoover, attorney-at-law, West Branch, in sending the petition, stated that several accidents had happened at the crossing in question; that it was a daily menace to the traveling public; that the angle of the road at the crossing is such that a team is obliged to go along the right of way some distance in approaching the same; that a team approaching from the south is unable to see an approaching train from the north on account of the high banks, which are from ten to twelve feet high; that a team crossing from the north is in even greater danger owing to the highway being some eight or nine feet lower than the roadbed of said railway, and from the fact that there is an approach to the said railroad some eight feet high, five rods long and twenty-five feet wide, leaving a ditch eight feet deep on the east of said approach to the crossing.

The complaint was sent the railway company for answer, and on May 14th Mr. W. P. Brady, general agent of the Burlington, Cedar Rapids & Northern Railway company, said he had had entire charge of the personal injuries of the Burlington, Cedar Rapids & Northern railway for the last sixteen years, and that he could not recall at any time during that period an accident occurring at this crossing; that the nearest one was on November 12, 1896, when Mrs. R. H. Smith, whose horse became frightened, after she drove over the crossing, by an approaching train and threw her out, inflicting some slight injuries to her person; that it was the intention, at an early date, to make a personal investigation of the locality of this complaint.

The complainants insisted that accidents had occurred at this crossing and evidence could be furnished proving that wheels of buggies, etc., and runners of sleighs had become fast between the plank and the rail on the crossing, thus endangering the lives of the occupants and the safety of trains.

The commissioners notified all parties that they would visit the crossing in question on Thursday, June 28, 1899.

On date named the board went to the crossing, met the members of the board of supervisors and Mr. W. P. Brady, with other representatives of the railway company. They found the conditions substantially as stated in Mr. Hoover's letter and the petition, but owing to the location of the highway, saw no way to obviate the danger unless the highway should be relocated, and that the crossing as it was now constructed was perhaps no more dangerous than a great many others in the state that had been considered reasonably safe. However, the board suggested to the railway company that the approach to the crossing should be widened and an additional length of planking be placed between the rails at the crossing. This was done, as appears from letter of Mr. Brady dated October 10, 1898, wherein he says that the approach has been widened six feet and an additional length of planking put in, making three lengths of sixteen-foot plank.

As this action on the part of the railway company seems to have complied with the recommendations made by the board the case is closed.

Des Moines, Iowa, November 9, 1899.

No 2017—1899.

TOWNSHIP TRUSTEES, WALNUT,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

Highway overhead crossing.

Complaint filed June 6, 1898.

On date named, Mr. J. H. Schofield, trustee, wrote the board concerning an alleged dangerous highway crossing, known as the O'Neill out. While the matter presented was not in the form of a complaint, yet it was taken up with the company, and on July 1st Mr. H. A. Parker, second vice-president, wrote the board, saying among other things: "Replying to your letter of June 13th to our Mr. Truesdale, regarding public highway crossing our tracks about three miles east of Walnut, known as the O'Neill out, and a complaint of Mr. Schofield that an overhead bridge is desired and needed:

"I enclose herewith a letter signed by Mr. McFarlin, our superintendent of maintenance, giving his views of this crossing and such information as he possesses regarding negotiations which have already taken place with the road trustees on the subject. To Mr. McFarlin's letter is attached profile showing the actual crossing as it now exists, as well as some suggested crossings.

"There can be little doubt but what the road crossing, in its present condition, is not entirely safe. We do not feel that our company should be at the entire expense of putting up and maintaining an overhead bridge, should it be decided that such a bridge is a necessity; still, we believe we are willing to do what will be fair in the matter."

Mr. Parker enclosed letter from Mr. W. K. McFarlin, copy of which letter follows below:

"I enclose you blue print showing the profile of the highway at a point 100 feet to 150 feet east of the road in question.

"The road north from the crossing is practically a 9 per cent grade, and at the road the fill is quite heavy. I met the road overseers last year and proposed to them that if they would move the crossing 100 to 150 feet east and would grade the south approach we would put in the bridge and do the grading on the north side.

"I understand that they do not wish to move the road out of the section line. For the overhead bridge we have marked an 8 per cent approach on the south.

"You will note the grade on the point 100 feet east is much easier than section line. We could, of course, curve the bridge as shown in red, and help them considerable on the turn.

"The crossing is traveled quite a good deal, but not heavy, and I would not feel like running the grade out on the section line at our expense, the distance named. You will note that it is about 300 feet to the point where the grade strikes the present level of the road."

On the 6th of September, Messrs. O. B. Tilton and A. D. Backus, township trustees, together with Mr. A. E. Kincaid, township clerk, filed complaint as follows:

WALNUT, Iowa, September 3, 1898.

To the Honorable Board of Railroad Commissioners:

You are hereby notified that the railroad crossing known as the O'Neill crossing over the right of way of the Chicago, Rock Island & Pacific railway between sections 13 and 14, township 77, range 38 (Layton township), Pottawattamie county, Iowa, is in an unsafe condition

and you are hereby earnestly requested to examine the same and require the Chicago, Rock Island & Pacific Railway company to put same in a condition so that it will be safe and convenient.

A. E. KINCAID,
Township Clerk.
O. B. TILTON,
A. D. BACKUS,
Trustees.

This complaint was taken up with W. H. Truesdale, general manager of the respondent company.

The railroad company, in response, replied that the crossing was about as good as it could be made for graded crossings, and said further that they had at one time offered to build an overhead crossing if they, the township, would grade the south approach to the bridge, and on September 29th, Mr. A. E. Kincaid wrote the board as follows:

"GENTLEMEN—Replying to your favor, of the above date, in reference to the complaint laid with you as to the Chicago, Rock Island & Pacific Railway company lowering the grade at O'Neil crossing. We have had a reasonable and fair crossing at the point stated. A year ago the railroad company lowered their tracks at this point so as to make the crossing very dangerous, which was done without our consent.

"Now they claim in their letter to you that they are willing to put in an overhead crossing providing the township puts in the south approach.

"The township cannot agree to that proposition, as it would cost us from \$700 to \$1,000 to put in the south approach on account of the low ground on the south side of the track, and it would be necessary to make a very heavy fill in order to meet the grade of the overhead bridge.

"The railroad company are generous in their proposition to go east a few rods from the original line, simply on account of the natural bank elevation at that point, which would make it less expensive for the railroad company to put in their bridge, but still would not lessen the expense of the south grade. It would also necessitate the township to buy a piece of land for that purpose.

"We would like if some of you gentlemen would come out and look at this matter, as you could then judge best of the justness of our claim.

"We think the railroad company should put in the overhead crossing and make all of the grade on both sides of the track, so as to leave a safe and convenient crossing for the use of the traveling public.

"By order of the trustees of Layton township."

After some further correspondence, it was decided to let the matter rest until spring, and the board fixed March 22, 1899, for an examination of the crossing and hearing of the case at Walnut, Iowa. On date named the board viewed the location of this crossing, afterward going to Walnut for such hearing as might be necessary.

It was apparent to the board that the location of this crossing was at a point more or less dangerous to the public, but, unless the highway could be removed, it would not be feasible for an overhead crossing.

On May 2, 1899, Mr. Hugo Burmeister, township clerk, wrote the board as follows:

WALNUT, Iowa, May 2, 1899.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—The trustees of Layton township have made the Rock Island Railway company a proposition in regard to an overhead crossing at O'Neil cut, which is:

The township to furnish the ground and right of way 100 feet east of the present crossing and the company to build and maintain, and do the grading necessary to make a good over-

head crossing. This is the proposition which we made them two weeks ago and received no reply, so we must leave the matter in your hands for adjustment. Something must be done and as soon as possible, for it is a very common thing to hear people from that neighborhood say, "I came very near getting caught this morning." And some day there will be some one caught, which may cost more than two or three new bridges.

Trusting that you will give this your earliest attention and hoping for a favorable adjustment, I am very respectfully,
Yours truly,

HUGO BURMEISTER,
Township Clerk.

This proposition was made to the railroad company, and on May 8, 1899, Mr. W. K. McFarlin, superintendent of maintenance and construction, said:

"I have your letter of May 3d enclosing letter from Mr. Hugo Burmeister, township clerk at Walnut, Iowa. I enclose you herewith a copy of letter I wrote him on April 15th in answer to his letter of April 13th. Also, I enclose his answer of April 17th, so you may see that his statement that we made no answer is not correct.

"I said that day if they would pay \$200 towards the cost of the approach and furnish right of way, we would put the overhead approach 100 or 200 feet east of the present road. Also, if they would move the road crossing far enough east so that the cut would answer for approaches, we would put the bridge in free; or if they would establish a road farther west at grade we would put it in free. I do not consider that there is travel enough on that road to justify putting in an overhead bridge on the section line.

"It would take an approach, south of the railroad, 350 feet long and over twenty feet high, at the south end of the bridge.

"That this bridge approach, unless built very wide, would be dangerous for teams on account of the approach of trains.

"I think the proposition I made them is more than fair, and for that reason did not accept their proposition of April 13th, as shown in my letter of April 15th "

On June 2, 1899, Mr. Burmeister advised the board that they could not come to an agreement and asking that the board take some action. The board on June 13th went to Chicago, called on Mr. McFarlin and obtained from him the proposition which was submitted to the authorities at Walnut on June 19th. The letter follows:

JUNE 19, 1899.

Hugo Burmeister, Esq., Township Clerk, Walnut, Iowa:

DEAR SIR—Since receiving your last communication with reference to the highway and railway crossing near Walnut, and believing there was a substantial difference between the company and the public with reference thereto, the board of railroad commissioners, for the purpose of ascertaining, if possible, whether or not an amicable and reasonable adjustment could be made between the public and the railway company, had a personal interview with the officials of the railway company in charge of this matter.

At the solicitation of the board they have made the following proposition: If the township or county authorities will move crossing 200 feet east and furnish ground for approaches, the company will do all the work; that is, fence right of way, grade approaches and furnish bridge complete, without cost to the county or township. If desired, the right of way on north side may be used for north approach without cost.

It is the opinion of the board after the investigation and inspection had at Walnut that the conditions existing at this crossing were not favorable for an overhead crossing where the highway is now located, and in view of the fact that the legal questions involved in matters of this kind are in doubt in this state, we believe in the interests of safety and certainty the proposition made by the railroad company, under all of the present conditions and contingencies, is not an unreasonable one, and we believe and hope that those in charge of this highway may, upon reflection, reach the same conclusion that the commissioners have.

We do not wish, however, to express our opinion further at this time with reference to this matter, but have only made these suggestions in what we believe to be for the best public interest and safety.

Upon submission of this proposition to the proper authorities, we are desirous that you let us know as soon as the result is known to you what action they may take in the matter.

Very respectfully,

THE BOARD OF RAILROAD COMMISSIONERS.
By D. N. Lewis, Secretary.

On June 21st Mr. Burmeister responded as follows:

GENTLEMEN—Your favor of the 19th inst. received and contents noted. We do not feel that we can accept your proposition as stated, as the railroad company is in duty bound to furnish a safe crossing over their right of way, and as you very well know, their crossing at O'Neill cut is far from being safe. The proposition we made them that we would furnish right of way 100 feet east of the present crossing we think is a fair proposition. They now ask for 200 feet. Now, then, to come to an agreement we will concede them 50 feet, making 150 feet east of the present crossing to the east side of the proposed viaduct; that the township furnish right of way, and the railway company to do the grading without cost to the township, they to build the approaches and grades at their own expense; the township does not think they should spend any more than enough money to pay for the ground to get right of way on the north and south side of railroad grounds. This is positively the best proposition that we can make, and we think it is a fair one. If this is not accepted kindly advise us at once, so we will know what course to pursue, as we must have a crossing and that soon.

Very respectfully,

HUGO BURMEISTER.

Copy of this letter was sent Mr. McFarlin and he was written on July 18th that the commissioners had reached the conclusion that this crossing is in such condition that something ought to be done to finally dispose of this matter and that the company ought to accept the proposition contained in Mr. Burmeister's letter; that the case had been pending some time and there did not seem any reasonable ground for a more amicable adjustment between the company and the township.

On July 20th the board received from Mr. McFarlin an acceptance of the proposition made by the complainants, and on the same day Mr. Burmeister was so advised.

Mr. Burmeister was asked to advise the board as soon as arrangements were satisfactorily made with the railroad company for the completion of the work. Nothing, however, was heard from him and on October 23d he was again asked to state what the condition of things were. Under date of October 24th, he replied that the railroad company had men at work grading the road and that an overhead crossing would be constructed as soon as possible.

This being satisfactory to all parties, the case is closed.

Des Moines, Iowa, November 3, 1899.

No. 2018—1899.

J. P. MARRON, JACKSON JUNCTION,

V.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Wrongful ejectment from train.

Complaint filed January 20, 1898.

The complaint made by Mr. Marron is herewith printed in full:

JACKSON JUNCTION, Iowa, January 19, 1898.

Railroad Commissioners, Des Moines:

I wish to inform you that, on my way from Chicago with a sick child, I was made to get off passenger train No. 1, on January 18, 1898, going west, and wait in a cold depot at Fort Atkinson for a freight. The conductor said he would put me off or carry me to Lawler, that

is six miles past where I live, and I could not get back till about noon, so I got off at the Fort and waited half an hour in a cold depot, and my child caught a bad cold. They sold me a ticket in Chicago, a first-class fare, and checked me on that train at 6 o'clock P. M. to be at home at 5 A. M. I was there a year ago and they stopped and let me off. My wife came home two days before me with the same kind of a ticket, and they made her get off at the Fort and were very saucy. It was the same man I think. He followed me in the depot to jangle with me in one way and apologize in another. He said, if I had told him at McGregor, he would have telegraphed for a permit. The idea! His run starts at McGregor. The first time he came round collecting fare I gave him my ticket. He looked at it and said, "You change cars at Calmar." "I want to stop at the Junction," I said. "I have paid for a first-class fare from Chicago to Jackson Junction. I have a sick child, and I don't want to be forced to ride in a freight and to change cars." He said that made no difference to him. "You get off or I will put you off." I am doctoring with Dr. H. B. Allon, sixth floor Masonic Temple, Chicago. If there is a law to allow a railroad company to treat people that way, I would like to know, as I have several trips to make to Chicago with my child before she is cured. This train, to my knowledge, has stopped and taken people on and let them off. If there are people to leave here, they will stop—that is, enough, three or four. They leave us out of our Chicago mail from 5 A. M. till 11:50 A. M. by them not stopping.

Yours,

J. P. MARRON.

The commissioners sent a copy of the foregoing communication to Mr. A. J. Earling, general manager Chicago, Milwaukee & St. Paul Railway company, on January 24th, with the statement that if the complainant's contention was correct, they thought such orders should be at once issued as would prevent a repetition of such an occurrence, and that under all circumstances humane and courteous treatment should be accorded all passengers.

Answering this, Mr. Earling, on February 8, 1898, said:

"The report of the conductor of train No. 1 in reference to the complaint of Mr. J. P. Marron, of Jackson Junction, Iowa, referred to in your communication of January 24th, states that when he took up the transportation of this passenger he notified him that he should change cars at Calmar, and there take a train which leaves that station twenty-five minutes behind the passenger train in question, and which stops at Jackson Junction, arriving there fifty-one minutes behind passenger train No. 1. The conductor further states that upon arriving at Calmar he found Mr. Marron still on the train, and that upon arrival at Fort Atkinson, the first station east of Jackson Junction, he helped Mr. Marron off and showed him into the waiting room, in which there was a fire, and which was comfortable in every way. The conductor claims that Mr. Marron said nothing to him about having a sick child, otherwise he certainly would have stopped the train for him at Jackson Junction.

"Train No. 1 is, as you know, a through train, and its time is such that it is impossible for it to make all of the stops. There are many stations along the Iowa & Dakota division, with a much larger population than Jackson Junction, where this train does not stop.

"Except for the sick child, of which the conductor had no knowledge, it would have been no hardship for Mr. Marron to have changed cars at Calmar, and taken the local train which follows the passenger within twenty-five minutes; but, as before stated, if the conductor had known of the condition of Mr. Marron's child, the train certainly would have been stopped for him at Jackson Junction."

As the statements seemed so contradictory the board suggested that statements be made under oath. Mr. Marron filed affidavit showing substantially the same facts stated in his original complaint.

The commissioners in sending this affidavit to the railway company on April 6, 1898, stated to Mr. W. G. Collins, who had succeeded Mr. Earling as general manager, that the commission regarded this matter as one that was important, not only to the traveling public, but to the railway company as well, and they requested that a thorough investigation be made of the case in order to ascertain as nearly as possible what actually transpired between the conductor and the passenger upon this occasion; that if Mr. Marron's statement was true, the commissioners believed that he would agree with them that while possibly the conductor may have followed the instructions and rules of the company in matters of this kind, yet it was an unfortunate and unreasonable requirement in compelling the passenger, under the circumstances existing as claimed by him, to leave the train before arriving at his destination as fixed and determined by the ticket which he then had and was used upon that train; that reasonable rules may, by an unreasonable and arbitrary enforcement thereof, become unreasonable and unnecessarily burdensome to those against whom they are enforced.

On April 16, 1898, Mr. W. G. Collins wrote the board, setting forth that company's position in such matters, and stating that the instructions to conductors covering cases of this kind were, that when they found passengers on the train destined to stations at which the train did not stop, to notify them at what station they are to leave train in order to get a train which made the stop at the station to which they are destined; that in the case of passengers who are ill, or who have young children, or of old people, to whom it would be a hardship to leave the train and wait for another, the general instructions are to stop train at destination and let them off.

Mr. Collins enclosed affidavit of Conductor George H. Klein as follows:

MASON CITY, Iowa, April 9, 1898.

Statement of Conductor George H. Klein, relative to complaint of J. P. Marron, account being ejected from train No. 1, at Fort Atkinson, during the month of January, 1898.

I notified this party, when leaving North McGregor, to change cars at Calmar, as the train would not stop at Jackson Junction, and explained to him that a train would leave Calmar within a few minutes after we arrived there which would stop at Jackson Junction. Upon leaving Calmar the gentleman was still on the train. I said nothing more to him, and when we reached Fort Atkinson I helped him off the train and into the depot. He said nothing about having a sick child until after he got into the depot.

He left the train at Fort Atkinson voluntarily, and there was nothing more said to him after leaving North McGregor.

The only witness I know of to this transaction was Mr. David Green, of Springfield, Mo., who was on the train and heard the conversation between myself and Mr. Marron. I will write Mr. Green and request an affidavit as to his knowledge of the facts.

(Signed)

G. H. KLEIN.

Subscribed and sworn to before me, a notary public, on this date.

(Signed)

O. E. McNIDER,
Notary Public.

[SEAL]

The commissioners believing from the statements of the officials of the railway company that no such treatment of passengers as shown in this complaint would be sanctioned by the company; that in the present case the hardship of Mr. Marron resulted more from misunderstanding between the conductor and complainant than any intention on the part of the conductor to wilfully injure him; and that in the future such unfortunate cases would not occur, the case is closed.

Des Moines, Iowa, November 9, 1899.

No. 2019—1899.

JESSE A. GARRETT, ORILLIA,

v.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Station facilities.

Complaint filed July 6, 1898.

This complaint stated in substance that the citizens of Orillia and vicinity paid several hundred dollars for which the Chicago Great Western Railway company agreed to "establish and maintain a depot and station;" that the railway company had an agent there nights only and the depot was closed in the day-time; that while there was nothing in the contract indicating whether the station should be a day station or a night station, yet it would seem that a depot opened only at night could hardly be construed as furnishing adequate facilities, etc.

The case was brought to the attention of Mr. S. C. Stickney, general manager Chicago Great Western Railway company, who was asked to advise the board of the results of his investigations.

On August 22, 1898, Mr. Stickney said:

"The business transacted at this station during the past year has amounted to little or nothing. By substituting a night operator for the agent, we are able to dispense with the night operator at an adjacent station. Considering the very small earnings derived from Orillia, we feel justified in having made the change. I have been unable to find any agreement with the citizens of Orillia, by which the company is 'bound to establish and maintain a depot.' If there is such an agreement, I would be glad to have Mr. Garrett send it to me."

The complainant was not satisfied with Mr. Stickney's explanation of the matter, insisting that as the citizens had given \$500 for the depot, and had a contract which was kept at the depot, in the hands of their agent, that station should be maintained, the company should in good faith provide suitable facilities. They also said the contract could not be found after the money was paid, but that by consulting the records in the county recorder's office, several of the receipts could be found which showed that the company is bound "to establish and maintain a depot." That a copy of the receipt could also be found on pages 238 and 239 of report of railroad commissioners for 1896; case No. 5—1894.

Mr. Stickney was informed of the contention of the petitioners, and the board was later advised that an effort would be made to adjust the matter.

Mr. Garrett wrote the board on February 11, 1899, that no change had been made in the operation of that station. Mr. J. Berlingett, division superintendent, called at the commissioners' office and stated that the case would soon be adjusted.

On June 29, 1899, Mr. Garrett withdrew his complaint, saying that satisfactory agreement had been reached between the railway company and the citizens.

Des Moines, Iowa, November 9, 1899.

No. 2020—1899.

BOARD OF SUPERVISORS BUENA VISTA
COUNTY, BY F. F. FAVILLE, COUNTY
ATTORNEY, STORM LAKE,

v.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY.

Highway crossing at grade.

Complaint filed July 17, 1898.

On July 17, 1898, Mr. F. F. Faville, county attorney of Buena Vista county, filed with the board a statement of the case, which is printed in full:

"In behalf of the board of supervisors of Buena Vista county, I desire to call the attention of the board of railroad commissioners to the following complaint:

"On the 6th day of September, 1897, the board of supervisors of Buena Vista county duly established a road crossing the track of the Chicago & North-Western railway about eighty rods north of the southeast corner of section 14, township 93, north range 36, in Lee township, Buena Vista county, Iowa. Due and legal notice of the establishment of said road was served on the Chicago & North-Western railroad by service on its agent at Marathon, Iowa, on the 20th of May, 1897. No claim for damages was filed by said railroad, and no appeal has, of course, been taken from the establishment of the same. Notice has been served on the railroad company, by the road supervisor of the district in which the highway is located, to remove the obstruction of the fences and open the road, and he had also written the superintendent, W. D. Hodge, of Eagle Grove, Iowa, objecting to the replacing of the wire fences at the point where the highway crossed the road. Under date of July 11th, Mr. Hodge replies: 'I have two or three times defined this company's position in relation to the highway. This company does not object to the opening of the highway, provided the public authorities will assume the expense. The roadmaster replaced the wires in accordance with my instructions, and we shall undertake to maintain them there so long as the authorities do not undertake to assume the expense of opening the highway.'

"Mr. Hodge has also written me substantially to the same effect. The highway crosses the railroad at a point where the railroad company have constructed ditches on either side of the track, so that it will require some grading and probably the construction of two small bridges or culverts to make the proper crossing. As I understand it, the contention of the company is that the county must bear the expense of putting in a crossing, including the embankment and culverts on the right of way, if they are needed, while it is my contention that the railroad should bear it. This road as established is some four miles in length, and is open all of the distance except just this point where it crosses the railroad, and great inconvenience and hardship are occasioned the public by reason of the obstruction of the fences and lack of a crossing. I believe that your board has the jurisdiction, and I am confident will be willing to give this matter their immediate attention and grant the relief demanded, as the matter at present is very urgent."

The complaint was transmitted to the railway company and date, August 18, 1898, was set for inspection of the premises and hearing of parties. Owing to other business intervening, however, the date for hearing and inspection was canceled.

After further correspondence was had between the commissioners and the parties to the case, Mr. J. M. Whitman, general manager Chicago & North-Western Railway company, wrote the board on December 5, 1898, as follows:

You have recently written me further in regard to a communication addressed to the board by County Attorney F. F. Faville, of Storm Lake, Iowa, in regard to a certain highway crossing in Lee township, Buena Vista county, Iowa.

The same question has been taken up a number of times, and the position of the company thereon has been frequently stated. This highway was laid out after the construction of the North-Western company's railroad, and no right as yet, as I understand it, has been acquired by the public authorities to construct a highway across the North-Western company's right of way in the form which the laws of the state of Iowa require. We do not, however, take any exception to this, but are willing that the highway should be extended across the company's right of way, but we do not understand that the cost of grading and putting the highway in condition for travel devolves on the North-Western company, but that it is a cost which the proper public authorities should assume. At any time that the authorities go ahead with this work we are willing that they should do so, and the company expects, of course, to plank the crossing between and immediately on each side of its rails, and also to put in necessary cattle guards and wing fences. Yours truly,

J. M. WHITMAN,
General Manager.

It seeming that no adjustment could be reached by correspondence the board again fixed a date for inspection and hearing, notifying all parties, and on February 8, 1899, the commissioners visited the locality of the crossing near Marathon, and heard the evidence submitted by the parties. The arguments of counsel were to be made orally to the board at Des Moines at a later date to be agreed upon by the county attorney and Mr. Filkins, attorney for the railway company. Mr. H. F. Schultz, who had succeeded Mr. Faville as county attorney, advised the board that June 22, 1899, had been agreed upon. He was notified that this date was acceptable to the board.

On date named Mr. Schultz appeared for the county and Hon. N. M. Hubbard for the railway company.

Some conference was had by the attorneys and case was continued pending negotiations for amicable adjustment of differences.

The board was later informed that a satisfactory agreement had been entered into between the railway company and the county authorities whereby the crossing would be put in on terms mutually acceptable.

The case is therefore closed.

Des Moines, Iowa, November 7, 1899.

No. 2021—1899.

J. B. CRUZE, VINCENNES,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Farm crossing. Renewal of bridge in private crossing.

Complaint filed September 17, 1898.

This complaint was as follows:

"My outlet to the public highway is across the Chicago, Rock Island & Pacific railway and their right of way, or 42 feet from the center of the railroad track, is a small bridge about 8 or 10 feet wide. This bridge was washed under at the end next to the railroad and has lowered below the surface of the ground.

I have asked their foreman, Wm. Grant, to fix it and he has refused because it was beyond their fence. Their fence is set in from about 35 to 37 feet from the center of the railroad. I also wrote Mr. W. F. Lee, the roadmaster of this division of the Rock Island, making a statement of facts, and he has treated my request with silent contempt. One reason, I think, why the railroad does not set out their fence full 50 feet on this part of my place is that it would fence out part of the public highway, or in other words the public highway would only be about 20 feet wide. If it is the duty of the railroad to keep this bridge in repair I wish your body would request them to do so at once. The crossing is somewhat dangerous."

The matter was brought to the attention of Mr. W. H. Truesdale, general manager of the railway company, and after some further correspondence had been had Mr. Cruze wrote the board on March 24, 1899, saying that the railway company had put in bridge and that he was satisfied.

Des Moines, Iowa, November 9, 1899.

No. 2022—1899.

WILLIAM SOUTHALL & SONS, IRWIN AND
PIERSON,

v.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY.

} Scarcity of cars.

Complaint filed October 1, 1898.

The complainants in this case telegraphed the board as follows: "Do your best to get us some cars." The complaint was made known to the company by telegram, and on same day General Manager J. M. Whitman said: "Have instructed our people to give prompt relief to Southall & Sons." Later, October 3, 1898, Mr. Whitman wrote the board as follows:

"I have your telegram stating that Southall & Sons, of Irwin, Iowa, have wired the board complaining of failure to receive cars. I replied to that message, stating that I had instructed our people to relieve the immediate wants of Southall & Sons, and you may rest assured this will be done. The exceedingly liberal crops in the states through which the North-Western lines run have been somewhat backward this year in moving, and the indications now point to a movement that will be concentrated heavily within the next month or six weeks. The Chicago & North-Western Railway company is liberally provided with freight equipment, and every arrangement possible has been made in anticipation of the heavy movement to which I have referred to expedite the handling of equipment, its loading and unloading, and the board may rest assured that the officers of the North-Western company are fully awake and alive to the situation. The Chicago & North-Western Railway company is just as anxious to handle every pound of freight as any shipper is anxious to ship it. Notwithstanding the large freight equipment of the company and the efforts of its transportation officers, I believe there will be more or less complaint reach the commission during the next month or six weeks of failure on the part of some shippers to receive cars as fast as they want them, or in quite as large a quantity as wanted. It will be the aim of the company's transportation officials

to divide the available supply of cars fairly and impartially, and to make extra efforts to relieve points especially needing prompt assistance.

"A more extended movement of fall crops would undoubtedly render such a letter as this unnecessary, as the company would be able to handle the traffic without any cause for complaint. My purpose in writing you on this subject is that you may understand fully the situation."

At other times complaints of the same nature were received from these parties and considerable correspondence was had with the railway company and the complainants. On December 30, 1898, Mr. Whitman advised the board that, "We are still quite short of freight equipment, due very largely, and in fact almost entirely, to the blockade on lines running east from Chicago to the Atlantic seaboard. The eastern lines are making progress daily in clearing up this blockade, and I think that we will be in a position very soon after the first of the year to supply all needs. We shall also, after the first of the year, commence to receive 2,000 new box cars, which will be a further help. In the meantime, the immediate wants of the parties mentioned in this letter will be taken care of."

On January 14, 1899, Messrs. Southall & Sons again complained of the scarcity of cars, and the attention of the company was called to the matter. Answer was received that supply of cars was getting better and parties at Pierson would be taken care of. The complainants were immediately so advised, and as nothing further has been heard in the case, it is closed.

Des Moines, Iowa, November 6, 1899.

No. 2023—1899.

PATRICK LYONS, NAVAN,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Under grade farm crossing.

Complaint filed October 8, 1898.

Mr. Lyons, who lives four miles east of Lawler, in section 31, township 96, range 10 west, stated that the Chicago, Milwaukee & St. Paul Railway company runs through his farm and he desired a passage way for his cattle. He further said that there was a culvert in the center of the field sixteen feet long and four feet high, which could be made passable; that he had no other crossing except the wagon road, and his cattle were in danger of being killed in driving them the other way.

The case was submitted to Mr. W. G. Collins, general manager Chicago, Milwaukee & St. Paul Railway company, who on October 18, 1899, said that their records showed the bridge referred to was not high enough to enable cattle to pass under it; when same should require renewal, it was the intention of the company to renew it with pipe or culvert sufficient to carry away the water, and fill the balance of the present structure. Mr. Lyons was advised of this answer of the company, and on October 26th Messrs. Springer & Clary, attorneys at law, wrote the board, insisting that if the railroad company would not furnish and make passage way, Mr. Lyons should at least have the ordinary crossing.

Copy of letter referred to was forwarded Mr. Collins, and November 15th Mr. Lyons wrote the board stating that the railroad company had offered to put in an open crossing for him, but he told them he would not accept it, as an open cross-

ing without cattle guards would be of no use to him in driving cattle across the track.

On November 21, 1898, General Manager Collins wrote the board, stating that "Mr. Lyons' buildings are located close to the north and south highway, and that up to the present he has used this highway to reach his land on either side of the track, and that the highway is located but a few rods east of where a private crossing would naturally be located.

"Our superintendent has advised Mr. Lyons that he would furnish him a private crossing, but he declines to accept it and insists upon an under cattle pass at bridge R-194, which we must decline to furnish. The bridge is not high enough to enable cattle to pass under, and we can see no reason for raising it, nor for maintaining it as a waterway, as a pipe or culvert would carry away the water at that place."

Some further correspondence was had between the board and the railway company and the complainants, and on September 9th the board wrote Messrs. Springer & Clary as follows:

"The subject of under grade farm crossings is one that has been before the board some time, and the commissioners are in doubt whether, under the law and the decisions of the supreme court interpreting the same, they would have the right to order an under grade crossing, at least where the conditions were such that the ordinary grade farm crossing could be readily constructed.

"The commissioners, however, are of the opinion that public safety would seem to demand that wherever it is practicable to do so, such crossings should be made over or under grade, but the supreme court has, perhaps unintentionally, indicated that grade crossing should be preferred.

"You will please submit to this board your opinion concerning the authority of this board under the law and decisions of the supreme court to order the construction of under or over grade crossings.

"The board will appreciate an early answer."

On September 21, 1899, Messrs. Springer & Clary wrote the board in answer that it might be doubtful whether or not Mr. Lyons, under the decision of the supreme court of Iowa, would be entitled to an under crossing where the conditions are such that an ordinary crossing could be constructed. They insisted that the under passage way, by right, should be constructed for Mr. Lyons, but that if the railway company would not do that then Mr. Lyons was certainly entitled to an ordinary farm crossing with cattle guards.

On October 9th, the board wrote Mr. Collins enclosing copy of letter written by Mr. Lyons' attorneys and his attention was called to section 2022 of the code of 1897, which reads as follows:

"When any person owns land on both sides of any railroad, the corporation owning the same shall, when requested so to do, make and keep in good repair one cattle guard, and one causeway or other adequate means of crossing the same at such a reasonable place as may be designated by the owner."

His attention was further called to the decision of the Iowa supreme court in case of State v. Burlington, Cedar Rapids & Northern Railway company, 68 N. W. Reporter, page 819, wherein it was held that the words "one cattle guard" did not mean the single structure and one side of the causeway, but such guard "as would prevent stock from getting on the track, on either side of the causeway." Mr. Collins, on October 10th, notified the board that the company was

ready to build a grade crossing for Mr. Lyons. Messrs. Springer & Clary were then notified and it is assumed that this disposition of the matter is reasonably satisfactory to the complainants.

Des Moines, Iowa, November 9, 1899.

No. 2024—1899.

BRUNING BROS., BREDA,

v.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY.

Scarcity of cars.

Complaint filed October 14, 1898.

The complainants in this case stated that they were being greatly damaged by the failure to receive cars for shipment of grain. The attention of the company was called to the matter and the wants of the shippers were finally relieved.

Again, on January 13, 1899, the complainants said that they must have ten cars within two days or suffer great loss. Mr. J. M. Whitman, general manager, was notified by telegram of this complaint and at the same time the board sent the following letter to the complainants:

January 14, 1899.

"Your letter of the 13th inst. received this morning. The company has been asked to help you out, if possible, and it is hoped you will be furnished enough cars to relieve the situation.

"In this connection, allow me to say that this board has made considerable investigation into the matter of scarcity of cars in the western territory, and find the situation to be the same quite generally. It is claimed that the western lines are in no way to blame for this condition, as the blockade in cars of grain east of Chicago has been so severe as to tie up the equipment that might be used for this western business. It is understood, however, that the blockade is being rapidly cleared, and it is hoped that within a short time the supply of cars will be normal. Mr. Whitman, general manager of the Chicago & North-Western Railway company, said in a recent letter to this office, that his company would begin soon to receive 2,000 new box cars, ordered for delivery this year, and this, together with the raising of the blockade in the east, should, before a great while, remedy the matter of which you complain.

"The board will, at all times, be glad to render you any assistance possible, under the circumstances."

The company was again telegraphed on January 24th upon receipt of further complaint from Bruning Bros.; again on January 31, 1899. On the latter date Mr. W. A. Gardner, assistant general superintendent, telegraphed that "Breda was given four box cars to-day and will be given three or four to-morrow, all we think they can load at one time."

On February 16th they again complained of the scarcity of cars, and the matter was again brought to the attention of the railroad company.

Mr. J. M. Whitman, general manager Chicago & North-Western Railway company, wrote the board on February 18th as follows:

SIR—In reply to your letter of the 17th of February in reference to complaint received from Bruning Bros., of Breda, Iowa:

I assure you that these people are being given as good a supply of cars as it is possible for us to furnish in view of the recent weather conditions, and they are receiving their full and equal share of cars available. During the severe cold weather we were forced practically to suspend 80 per cent of our freight traffic, while the unloading of cars at stations was almost entirely suspended. While the weather conditions have been favorable during the last three or four days, the loaded cars have not as yet been relieved in a sufficient number to enable them to be returned to the country stations for further loading. By Monday morning next we will have a much better supply of cars than we have had during the last few days.

In view of the many complaints made to the board by Bruning Bros., of Breda, does it not seem a little strange that this firm is practically the only shipper out of many thousands in the state of Iowa who seem to have any difficulty in having their wants properly and reasonably met by the North-Western company?

On September 23d Bruning Bros. complained of their inability to get cars, stating, "Our elevator is not in good condition; likely to spread any moment and blockade the track." The matter was taken up with the company as usual, and Mr. S. M. Braden, superintendent, wrote the board September 27th as follows:

We wish to advise that equipment of all descriptions is extremely scarce at the present writing. We have, however, forwarded four cars to Bruning Bros., at Breda to-day. We will keep them as well supplied as possible. It is impossible, of course, to show any impartiality in supplying cars, and we distribute them as evenly as we can."

On October 14th the complainants insisted that their elevator was leaking and "bulging" and they must have cars. Again the matter was called to the attention of the company and Mr. Braden said on October 19th that, "I have to advise that we are doing everything possible to furnish the cars wanted. If you could use your influence with consignees and persuade them to unload cars more promptly, you would be conferring a favor not only on the railway company, but on the consignees and the patrons at large.

"Our only supply at present is such cars as we can unload at stations."

Copy of Mr. Braden's letter was sent to complainants.

Des Moines, Iowa, November 6, 1899.

No. 2025—1899.

GEORGE HUMMER MERCANTILE COMPANY, IOWA CITY.

V.

BURLINGTON, CEDAR RAPIDS & NORTH-ERN RAILWAY COMPANY.

} *Excessive rates (interstate).*

Complaint filed November 9, 1898.

In this complaint the George Hummer Mercantile company stated that rate on cartridges from Cincinnati to Clinton was 34 cents per 100 pounds; from Clinton to Iowa City, had the shipment originated in Clinton, the rate would be only 17 34-100 cents. This case was brought to the attention of Mr. W. P. Brady, general agent of the railway company, who replied on March 27th as follows:

"Mr. T. H. Simmons, our general freight agent, advises me that the rate of 34 cents from Cincinnati to the river, and 33½ cents from the river to Iowa City, are both proportional rates and do not represent local rates either to or from the river, as the local rate from Cincinnati to Clinton is 50 cents per cwt., except on business destined beyond the Mississippi river proportional rates apply; likewise the 33½ cents from Clinton to Iowa City is merely the proportional rate on business originating in eastern territory.

"It would seem that this explanation ought to be satisfactory to the mercantile company."

Copy of Mr. Brady's letter was sent the complainants and they were advised that the commission had no jurisdiction over interstate shipments such as the one referred to in their letter, and had taken the case up in order that they might know why the charge made by them had been made, and if overcharge had been made that the same might be corrected.

Des Moines, Iowa, November 9, 1899.

No. 2026—1899.

T. M. FOSTER, NORTH ENGLISH,

v.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

} *Overcharge.*

Complaint filed November 14, 1898.

Mr. T. M. Foster, on November 12th, sent an expense bill to the board showing charges on one box of drugs from Cedar Rapids to North English, 30 pounds weight, of \$1.50—25 cents being the charge made by the Chicago, Milwaukee & St. Paul Railway company, and \$1.25 being the back charges made by the Burlington, Cedar Rapids & Northern Railway company. The complainant claimed the back charges to be excessive as the distance over the Burlington, Cedar Rapids & Northern is less than the distance over the Chicago, Milwaukee & St. Paul railway. The matter was brought to the attention of Mr. W. P. Brady, general agent of the Burlington, Cedar Rapids & Northern Railway company, who explained the charges made in the following letter dated December 21st:

"The following are the items of the back charges on this shipment:

Freight charges, North English to Cedar Rapids.....	\$.25
Freight charges Cedar Rapids to Iowa City.....	.25
Freight charges Iowa City to Cedar Rapids.....	.25
Freight charges Cedar Rapids to North English.....	.25
Boxing and packing at Iowa City.....	.50

Total.....\$1.50

"It would seem from the itemized statement above, that this box of drugs made a trip from Cedar Rapids to Iowa City and back, and while at the latter place there accrued a boxing and packing charge of 50 cents. When the consignee, Mr. Foster, receives the information in detail as above, he should be able to decide as to the necessity for these charges, as we are at a loss to know the necessity that prompted them. I desire to have the board note the fact that had the advanced charges not accrued, the rate from Iowa City to Cedar Rapids would have been the same on this shipment as from Cedar Rapids to North English."

Under the latter date, Mr. Foster was advised of the explanation made by the railroad company, and as nothing further has been heard from him, the case is closed.

Des Moines, Iowa, November 9, 1899.

No. 2027—1899.

W. A. GRAY, ALBIA,

v.

IOWA CENTRAL RAILWAY COMPANY.

} *Private crossing at grade.*

Complaint filed November 16, 1898.

The board received the following letter from Mr. W. A. Nichols, attorney at law:

ALBIA, Iowa, November 15, 1898.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—W. A. Gray and family have occupied for many years and now do occupy a homestead of about fifteen acres, lying within the corporate limits of this city, which is not platted, or subdivided by streets and alleys, with a dwelling house, barn and appurtenant buildings on the north end, and an artificial reservoir, ice house, and steam laundry on the south end, being engaged in the ice trade and laundry business, and being dependent upon the avails thereof, together with the use of said land for agricultural and grazing purposes for their living and family expenses. The Iowa Central Railway company has recently caused a strip 100 feet in width to be assessed by a sheriff's jury as a right of way, made a grade and laid a railroad track thereon, across said land, between the house and said buildings on the north, and the reservoir, ice house and laundry on the south, and refuse to make or furnish any crossing over said railroad track upon said land, although requested to do so by the owner. Respectfully.

WM. A. NICHOLS,
Attorney for Grays.

The board advised Mr. Nichols that if the crossing referred to was public in its nature, the commissioners could not take action until the street had not only been duly established by the town of Albia, but the land or property over which the same may have been established is condemned, as required by law.

If his letter referred to a private crossing, then, the commissioners said, it would seem to be the duty of the railway company, where the land owner owns land on both sides of the railway track, to provide a suitable private crossing.

The case was taken up with the Iowa Central Railway company, and on December 19, 1898, Mr. L. M. Martin, general manager, answered as follows:

"Upon investigating this matter I find that Mr. Gray has now pending in the Monroe county district court, a suit to compel the Albia & Centerville railway to maintain an open private crossing between his place and the property on the east side of the track, belonging to some other member of the Gray family, claiming that when he gave the right of way to the Albia & Centerville railway that a contract was made providing that he should have an open private crossing at the point designated, protected by wing fences and cattle guards. Gray further states that the contract is a part of and appears in the right of way for the above mentioned land.

"We have been unable to find any record, either in the files of the railway company or the office of the recorder of Monroe county, to substantiate Mr. Gray's claim, and to the best of my knowledge there has never been an open crossing maintained at that point.

"Parallel with the right of way of the Albia & Centerville railway, and immediately adjoining the same, is the right of way formerly owned by the Iowa Central Railroad company, afterwards acquired by the Albia & Moravia Railway company (Chicago, Burlington & Quincy) by condemnation, upon which right of way they constructed their line toward Moulton, Iowa, paying W. A. Gray \$300 for said right of way.

"The Iowa Central Railway company has recently acquired this last mentioned right of way by the purchase of a quit claim from the Chicago, Burlington & Quincy; also by condemnation of sheriff's jury.

"There never was any contract between W. A. Gray and the Chicago, Burlington & Quincy railroad or the Albia & Moravia Railway company, and when we acquired this right of way the title in the two separate tracts of land did not lie in the name of W. A. Gray, and if he owns the land upon the east side of the railway tracks and the rights of way, he has acquired same since the Iowa Central Railway company has constructed its line to Hickory Coal mine, and said land is in no manner a part or parcel of the homestead of W. A. Gray.

"Further, Mr. Gray can reach the public highway at a shorter distance, from another point on his land, without crossing the railway tracks, than by the route he now designates and desires to be maintained in his behalf. The Iowa Central Railway company, operating and in a way protecting against the suit of Mr. Gray v. the Albia & Centerville Railway company, could not consistently give Mr. Gray a crossing over its own track and right of way, having denied his right to one over the Albia & Centerville Railway, immediately adjoining."

Copy of the answer of the railway company was sent Mr. Nichols, who on February 25, 1899, wrote the board stating that Mr. Martin was in error as to the real facts in the case, but that there was a suit pending to compel an open crossing over the Albia & Centerville track, which lies south and adjacent to that of the Iowa Central, the Albia & Centerville railway being now operated by the Iowa Central. Mr. Nichols stated further that the land on both sides of these tracks belongs to the same person, constituting the Gray homestead; that he did not think there was any other reasonable way of reaching the land on the south side of the track except at the crossing which the Iowa Central was attempting to close; that the case presented the right of a land owner having land on both sides of a railroad to have a crossing from one tract to the other; that the right was statutory; that the case to determine the right of crossing over the track of the Albia & Centerville Railway company would likely be determined in the district court during term beginning March 13th.

Upon receipt of Mr. Nichols' letter, the commissioners wrote him that inasmuch as there was a suit pending in the district court to determine the right of Mr. Gray to a crossing over the track of the Albia & Centerville, which ran parallel to that of the Iowa Central, and the effectiveness of any action taken by the board in the premises must be largely controlled by the decision of the court in said case, the complaint filed with the commission against the Iowa Central would be held, awaiting the decision of the court in the case against the Albia & Centerville, of which Mr. Nichols was asked to advise the board as soon as possible.

Not hearing from Mr. Nichols, the commissioners asked again, on September 12th, that he advise them of the result of the suit in the district court. No answer has been received, and the case will be considered closed unless the parties thereto request the reopening of the same.

Des Moines, Iowa, November 7, 1899.

No 2028—1899.

CITY OF DAVENPORT,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} Viaduct.

Petition filed November 18, 1898.

The mayor and city clerk of the city of Davenport filed with the board the resolutions of the city council of that city, asking the commissioners to make an examination of Eastern avenue or Orphans' Home road and determine whether or not a viaduct is necessary for the public safety and convenience where the line of respondent railway company crosses said avenue or road, and alleging that public convenience and safety did demand such viaduct.

The board notified the railway company of said resolutions and fixed Monday, December 12, 1898, for inspection and hearing at Davenport. On December 10th, however, the city clerk, Mr. A. J. Smith, wired the commissioners saying that negotiations were pending for a settlement of the matter, and asking that hearing be postponed. This was done, and, not hearing anything further, the board wrote Mr. Smith, on February 8, 1899, inquiring what had been done. On February 11th he replied that he was instructed by the council to say that the viaduct matter was not yet settled, but probably would be within sixty days.

Later, the board were advised that a substantial viaduct was being erected at the point in question, and the case is closed.

Des Moines, Iowa, November 10, 1899.

No. 2029—1899.

N. B. NEMMERS, LAMOTTE,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} Side track to elevator.

Complaint filed Nov. 23, 1898.

Mr. Nemmers brought this case to the attention of the board in the following letter:

LAMOTTE, IOWA, November 19, 1898.

To the Iowa State Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—You will please excuse me for addressing your honorable body. About two years ago, Mr. John Diedrich, a grain and lumber dealer, from Lever, built a new warehouse about 250 feet from the main track, under the promise from Superintendent Stapleton, of Dubuque (Chicago, Milwaukee & St. Paul), that the company would build him a switch to the said warehouse, which they now refuse to do, but in place of that they requested him to move his warehouse about the distance of a block west and the company would continue the old switch further west. The warehouse is a large one and built on heavy piles, and is a new building, and is very hard to remove. Mr. Diedrich says he can not move it and would rather give up the business, which would be a great loss to this community and our business people. Mr. Diedrich has now for about two years transferred his grain from the warehouse into the cars by team, which everybody knows is very detrimental, especially in wet or cold weather. He ships about fifty cars per annum of grain to Chicago, and besides he handles lumber by the car load all the year around. We have another warehouse here which is located very

convenient, as it should be, and is operated by J. F. Oahill. It appears that the company would be satisfied with one warehouse, but the farming community and town demand two: this is a great shipping point and the people want more than one buyer. A switch of about 250 feet would probably be sufficient. The ground is level, hence you see the expense would be light. I now ask your honorable body to look into the matter, and in case you want a petition or any other information, we will be pleased to furnish it. Please let me hear from you on the subject.

The commission advised the railway company of the filing of the complaint, and suggested that, if the substance of Mr. Nemmers' letter was substantially correct, it would seem as though the company ought not to have permitted the construction of a warehouse at this point, unless it was the intention of the company to build a side track or switch to the same.

After some further correspondence had been had, Mr. Collins informed the commissioners that, as soon as weather conditions would permit in the spring, the company would build a spur track to serve Mr. John Diedrich's warehouse.

Mr. Nemmers was advised of Mr. Collins' statement, and on January 20, 1899, he thanked them for the satisfactory adjustment of the matter.

Des Moines, Iowa, November 8, 1899.

No. 2030—1899.

GEORGE L. CARMAN, SUPERINTENDENT }
WESTERN RAILWAY WEIGHING AS- } *Shrinker used on scales to defraud.*
SOCIATION AND INSPECTION BUREAU. }

During December, 1898, the board received notice from Mr. Carman that a certain device was being used on scales to defraud farmers and persons selling grain and live stock to warehouse men.

The board promptly gave the matter as much publicity as possible, and wrote to Mr. Carman calling attention to the same.

On May 31st Mr. Carman again wrote the board saying that the device mentioned in his letter of December last was being sold to parties in Iowa, and that they had knowledge of one or two places in Iowa where parties had purchased them.

The board thanked Mr. Carman for calling their attention to this matter, and, as before, it was given to the public press.

Des Moines, Iowa, November 8, 1899.

No. 2031—1899.

W. J. BEST, VILLISCA,

V.

CHICAGO, BURLINGTON & QUINCY RAIL-
WAY COMPANY.

} *Excess rate (interstate).*

Complaint filed December 9, 1898.

The complainant in this case stated that he was being discriminated against in the matter of rates from St. Louis to Omaha, and that he could no longer do business under such circumstances. While the board recognized the matter as interstate and not within its jurisdiction, yet the case was laid before the company for such attention as it would be pleased to give it. Mr. J. M. Bechtel, D.

F. A., Burlington, wrote to the board stating that Mr. Best had been misinformed, and that he would have Mr. Davenport of the company call on Mr. Best and go over the ground with him. This was communicated to Mr. Best with the statement that the board could afford him no further aid; that the matter was interstate; regretted their inability to assist him further; that the proper tribunal to bring the case before was the interstate commerce commissioners at Washington, D. C.

Des Moines, Iowa, November 9, 1899.

No. 2032—1899.

J. C. RIECHERS, POINT LOOKOUT, UTAH, }

V. }

Damage by fire from locomotive.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY. }

Complaint filed December 30, 1898.

Mr. J. C. Riechers, Point Lookout, Utah, wrote the board on December 26th, stating that he had had about three acres of shocked barley in field in O'Brien county, Iowa, destroyed by sparks from a Chicago & North-Western locomotive, for which the railway company had failed to settle; that he had reported the matter in the regular way to the railway company, giving the average yield of that field as thirty-five bushels per acre, for which he received 30 cents a bushel, but that he had not received any satisfaction; that the loss occurred on July 19, 1898, and about September 7th he left for Utah; that before going he had sent the claim to the division superintendent at Eagle Grove, who had informed him that he would notify the claim department and have it settled as soon as possible.

The matter was brought to the attention of Mr. J. M. Whitman, general manager, who advised the board on January 20th that he had instructed the claim department to take the case up with Mr. Riechers, and believed there would be no difficulty in adjusting it.

Mr. Riechers was immediately advised of the action, and as nothing has since been heard from him, it may be safely assumed that the claim has been settled, and the case is closed.

Des Moines, Iowa, November 11, 1899.

No. 2033—1899.

M. SCHNEPP, EAST ELKPORT, }

V. }

Delay in handling freight.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY. }

Complaint filed January 16, 1899.

The complainant in this matter said that the shippers were having difficulty at that point in having cars, after being loaded, hauled promptly by the company. The case was brought to the attention of the railway company, and on January 24th, having other business along this branch of the railroad company, the com-

missioners also took up this complaint, and after discussing the matter it was amicably adjusted, and the case is closed.

Des Moines, Iowa, November 11, 1899.

No. 2034—1899.

E. J. EDMONDS, MARCUS,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Elevator site at Ashton.

Complaint filed January 17, 1899.

Mr. Edmonds wrote the board stating that he wanted a location for elevator site at Ashton; that the company refused to grant him the same; that in 1892 he had the same matter up with the board of railroad commissioners and finally secured site, but that at that time he had purchased other houses and did not accept the site; he now wishes the site; that the conditions are the same at Ashton as they were in 1892.

The matter was brought to the attention of the railway company, and on January 24th Mr. W. A. Scott, general manager, advised the board that all available property for elevator sites at Ashton had been under lease for some time and most of it occupied; that Mr. P. H. Peavey made application for site before Mr. Edmonds filed the application he referred to, and is to construct an elevator there of 40,000 bushels capacity, and as all other ground is occupied by coal sheds and other buildings which are in use, he could see no reasonable grounds for cancelling leases held in good faith by other parties, to locate another elevator which would not be at all needed after Mr. Peavey's is constructed; that if Mr. Edmonds had taken the location they granted him, all would have been satisfactory, but he concluded not to accept it after they made the tender, and as Mr. Peavey then made his application and is acting upon it in good faith the company could not discover what cause Mr. Edmonds had for complaint, for surely it would not be to his interest any more than the company's to have any more elevators there than there would be when Mr. Peavey's was finished.

Mr. Edmonds, in a later letter, insisted that he wanted the site whether Mr. Peavey went in there or not. The commissioners visited Ashton on February 28th, heard statements of parties for both the railway company and Mr. Edmonds, inspected the premises and noted the elevators already constructed. On March 27, 1899, the board wrote Mr. Edmonds that the question of elevator sites had been before the board on many different occasions, and that the authority of the board with reference thereto was to some extent in doubt. The board further said:

"A decision rendered by the supreme court of the United States, in what is known as the Nebraska case, seems to hold that the authority of the state board of railroad commissioners upon questions of this kind is limited, and in that case they held that the board of railroad commissioners of Nebraska could not make a valid order appropriating the property of a railway company for uses of this kind. However, this board has been inclined to hold that it is the duty of a railway company to grant the right for elevator and warehouse purposes upon its right of way sufficient and adequate to transact, in the ordinary way, grain and

other business at the different stations along its line in this state. This is about as far as the board has believed it had the authority to go.

"The question to whom this right or privilege shall be granted is lodged with the railway company. Of course such company must exercise this right, as well as all others, in a reasonable and proper manner, but it is the opinion of the board that it has no more authority to designate the person to whom this privilege shall be granted than it would have to designate the person who should be employed by the railway company.

"If, in your judgment and opinion, there is not sufficient ground granted or extended to elevator or warehouse owners or operators at this point to properly handle and ship the grain received there, the board will be glad to render you any assistance in procuring such additional grounds as may be necessary to that end, but it would not be inclined to interfere with the railway company with reference to whom such additional grounds or privilege should be extended.

"The board would be pleased to render you any aid or assistance that it might be able to in the premises."

On September 20th Mr. Edmunds wrote the board again stating that no elevator had been erected at Ashton since the and he thought he should be allowed to build an elevator there. In answering Mr. Edmunds, his attention was called to the board's letter heretofore, and he was advised that a petition signed by the farmers bringing produce to Ashton for marketing, or would do so if he was granted a site for elevator at that place, ought to have considerable influence with the railroad company and that if it could be signed by the business men of Ashton it would add to its influence. He was further advised that from the commissioners' examination of the premises and the statements made at the hearing, there seemed to be hardly enough shipments offered at that place to keep the elevators running that were already there, but if it could be shown to the railroad company that it would prove profitable to build the elevator the site would quite likely be granted.

Des Moines, Iowa, November 9, 1899.

No. 2035—1899.

In matter of train connection at Waterloo between the Illinois Central Railroad company and Chicago Great Western Railway company.

January 18, 1899.

The attention of the commissioners had been at various times called to the arriving time at Waterloo of the train leaving Mona in the early morning on Illinois Central, which was a few minutes after the departure of the Chicago Great Western train south, at 7:42 A. M. The matter was taken up personally with the officials of the Illinois Central Railroad company, who assured the board they were willing to shorten their time so that connection might be made if the Chicago Great Western would make their leaving time a little later. The case was thereupon laid before General Manager S. C. Stickney of the Chicago Great Western Railway company on January 18, 1899.

The Chicago Great Western Railway company advises the commission that they were willing to arrange a new schedule, if satisfactory concessions were made by the Illinois Central, and meantime issued the following notice:

TWENTY-SECOND ANNUAL REPORT OF THE
CHICAGO GREAT WESTERN RAILWAY COMPANY,
OFFICE OF SUPERINTENDENT.

Bulletin No. 282.

DES MOINES, January 23, 1899.

All Concerned:

Train No. 5 will hereafter wait at East Waterloo to connect with Illinois Central train No. 32, due at 8 o'clock A. M., when, by so doing, connection can be made, and providing a report is received in advance of the leaving time of No. 5 indicating that there are passengers on the Illinois Central train who desire to make connection with our train.

J. BERLINGETT,
Superintendent.

At a later time the commissioners were advised that passengers desiring to make the transfer at Waterloo were fully accommodated, and the case is closed.
Des Moines, Iowa, November 13, 1899.

No. 2036—1899.

KEOKUK & WESTERN RAILWAY COM-
PANY

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

} *Refusal to switch.*

Complaint filed January 25, 1899

The Keokuk & Western Railway company filed formal complaint with this board dated January 25th, copy of which follows below:

"The Keokuk & Western Railroad company delivered to the Chicago, Rock Island & Pacific Railway company, on the transfer track at the station named Rock Island Crossing on the line of the Keokuk & Western railroad, 19.76 miles south of Des Moines, Keokuk & Western car 8,113, loaded with lump coal, on the 19th day of January, 1899, consigned to Barney Johnson, Bevington, Iowa, a point on their Winterset branch of railroad about three miles west of Rock Island Crossing.

"The officials of the Chicago, Rock Island & Pacific railway refuse to accept said car of coal and refuse to forward same to destination.

"All charges appertaining to or accruing on said coal to Rock Island Crossing have been paid and the Chicago, Rock Island & Pacific railway has only to forward the car to Bevington and collect their local tariff on same. They base their refusal to remove said car on the grounds that Rock Island Crossing is not a 'regularly authorized junction point.'

"The commissioners will, doubtless, recall the matter of establishing a connecting or transfer track at this point on the application of the Des Moines & Kansas City Railway company in the year 1897, for such business of which this car of coal is a part and under contemplation when connection tracks were ordered built by the commissioners.

"As the Chicago, Rock Island & Pacific Railway company refuse to join the Keokuk & Western Railroad company in joint rates established by the railroad commissioners, the Keokuk & Western company to handle such business as rep-

resented by this car of coal is obliged to make a way bill to cover such freight with the charges collected to Rock Island Crossing, sending said way bill to Keokuk & Western agent and office, Des Moines, at which point Keokuk & Western agent makes a transfer bill covering consignment and delivers to Chicago, Rock Island & Pacific agent, Des Moines, which should be given to Chicago, Rock Island & Pacific conductor of train, whose duty, when so handed, is to pick up said car of freight at Rock Island Crossing and forward to destination, the agent at destination collecting Chicago, Rock Island & Pacific local charges.

"The proper billing and transfer way bill in the case of car 8,113, coal for Bevington, was followed and delivered to agent of the Chicago, Rock Island & Pacific, Des Moines, or his representative. I attach copy of transfer way bill, marked 'A,' as a part of this correspondence, also telegraphic correspondence with Chicago, Rock Island & Pacific officials.

"The car of coal at this date is still on transfer at Rock Island Crossing, subject to change from the elements, and the consignee is deprived of his property by the action of the Chicago, Rock Island & Pacific Railway company.

"The Keokuk & Western Railroad company hereby makes a request of the commissioners that the Chicago, Rock Island & Pacific Railway company be ordered to forward, without delay, the car of coal in question.

Respectfully,

A. C. GOODRICH,

Vice-President and General Manager Keokuk & Western Railroad Company."

The case was immediately taken up with respondent company by wire, and on January 30th the commission requested the Chicago, Rock Island & Pacific to switch the cars in question, and, if they so desired, the rights of the parties could be determined at a later time. However, after the switching of the cars, it seemed that no further action on the part of the board was desired and the case was closed.

Des Moines, Iowa, November 11, 1899.

No. 2037—1899.

G. F. SCHAFNIT, MOSCOW,

v.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY COMPANY.

Refusal to furnish cars for ear corn.

Complaint filed January 30, 1899.

Mr. Schafnit complained that the agent at Moscow told him he could not furnish cars for shipment of ear corn to Davenport for shelling, but that on date of his letter he saw two cars of ear corn were going to be loaded; that he asked the agent about it, and he told him that the company had granted a permit for it to Counselman & Co. Mr. Schafnit asked whether Mr. Counselman had a better right to ship ear corn than anybody else, and whether the railroad company can favor one man and not grant the same to other shippers.

The complaint was brought to the attention of the railway company, who explained the situation, saying that at the time Mr. Schafnit desired to load cars the elevator at Davenport was clogged with the amount of corn on hand for shelling, the tracks full of loaded cars, and they could receive no more grain until some of that which they had was disposed of, and agents were instructed to

receive no more for them until further notice; that, later, the situation was relieved, the blockade notice withdrawn, and that would explain why Counselman & Co. were allowed to load the cars as stated by Mr. Schafnit; that Mr. Schafnit was advised of these facts by the railway company.

The board wrote Mr. Schafnit, informing him of the answer of the railway company, and he advised the board, on February 1st, that he had received notice of the raising of the blockade, and thanked the commissioners for their prompt action and careful attention in the matter.

Des Moines, Iowa, November 9, 1899.

No. 2038—1899.

CITIZENS OF STRAHAN AND VICINITY

v.

OMAHA & ST. LOUIS RAILWAY COMPANY.

Stopping fast train at small stations.

Petition filed March 4, 1899.

Hon. A. J. Chantry, of Malvern, filed with the board a numerously signed petition of the citizens of Strahan and vicinity, asking that the board use its influence and endeavor to induce the Port Arthur Railroad company to stop its passenger train No. 14 at that station in Mills county, alleging that the public was very much inconvenienced on account of that train not stopping at said station.

The matter was laid before Mr. B. S. Josselyn, general superintendent, who made reply on March 9, 1899, as follows:

"I have yours of the 6th instant, conveying to me the complaint of the Hon. A. J. Chantry, of Malvern, Iowa, inclosing petition of citizens of Strahan and vicinity, concerning the stopping of train No. 14 at that station. I appreciate, to some extent, the disadvantage these people labor under by reason of train No. 14 not stopping at that station, but you will admit that there are always two sides to every question. This train carries the fast mail, Omaha to St. Louis, in competition with the 'Burlington,' and we are forced to cut every stop possible in order to make the time required, so that we can hold this fast mail to our line. If it were not for the revenue we derive from this fast mail, we could not afford to run the train, or if that train were run, the other would be required to come off.

"I will be very glad, therefore, if you will say to Mr. Chantry that the failure to stop this train at Strahan, and several other points on the Omaha & St. Louis, is not due to any feeling of indifference to our patrons, but is necessary in order that we may give the United States government the service they require.

"At any time this condition changes so that we may have more time to give this train, or that our physical condition is in such shape that we can make fast time and also make stops, we shall be very glad to do so."

Copy of the foregoing was furnished Mr. Chantry, on March 13th, for his information and any further statements he might desire to file before the case was closed. No word has been received from the complainants, however, and it being the policy of the board not to interfere with the running of through fast trains, unless a much stronger showing is made than was made in this complaint, the case is closed.

Des Moines, Iowa, November 9, 1899.

No. 2039—1899.

W. J. R. BECK, FT. MADISON,

v.

ST. LOUIS, KEOKUK & NORTHWESTERN
RAILWAY COMPANY.

} *Train service.*

Complaint filed March 4, 1899.

This complaint stated in substance that on February 28th, the complainant with a number of others at Montrose, had desired to take freight train that ordinarily passed that station about 2:30 P. M., advertised to carry passengers to Ft. Madison, and had purchased tickets for same; that agent had informed them that the train would not stop at depot, so when train arrived about 5 P. M., he and others walked down the yards to get aboard; that the conductor refused to allow them to get on, showing his orders to that effect; that the parties desiring to take passage thereupon had to walk back to the depot in the rain and wait for No. 5 until 6:35 P. M.; that each Wednesday the freight ran as a fast stock train and did not carry passengers; that all other days the train was advertised to carry passengers; that there are plenty of trains running on this road which could carry passengers at little expense to the road, and to the great accommodation of the public.

The complaint was duly forwarded to the railway company, and, on March 29, 1899, Mr. Howard Elliott, general manager, wrote the board as follows:

"Your letter of March 6th, transmitting copy of a communication from Mr. W. J. R. Beck, of Fort Madison, Iowa, was duly received; also your letter of March 27th on the same subject.

"The company regrets, and I personally regret, extremely the inconvenience occasioned Mr. Beck by the change in the running time of the way freight between Hannibal and Burlington on Tuesday, February 28th. We also regret that the same instructions that were given to the conductor did not reach the agent at Montrose, so that the latter could have advised Mr. Beck of the situation. If you will examine the official time card referred to by Mr. Beck, you will see in heavy type, on page 24, the following clause: 'The tables herein show the time trains should arrive and depart from the several stations and connect with other trains, but their arrival, departure or connection at time stated is not guaranteed. The time of trains is subject to change without notice.'

"Freight trains are run, of course, primarily, to take care of the commerce of the country, and that commerce cannot be carried on if the freight trains are to be subject to passenger requirements, and if those requirements are to be the governing conditions in handling freight.

"Our company, however, in common with others, aims to supplement its passenger train service by permitting passengers to ride on freight trains, as a matter of accommodation, but, of course, reserving to itself the right to change these trains in any way that may be necessary for the proper accommodation of the commercial business of the country.

"As having some bearing on this, I enclose a copy of a letter from the superintendent on that part of the road. The company could not very well have declined to handle the live stock without embarrassing the owners of the stock, and did what it thought best at that time.

"The responsible officers of the company have not felt satisfied for some time with the passenger train service between Burlington and Keokuk, but have never been able to devise any scheme that would improve it without spending very much more than the corresponding receipts of the travel between those two points.

"We now have under discussion a plan which may produce a train leaving Keokuk about 11 o'clock in the morning, arriving at Burlington about 1, and returning from Burlington at about 6, arriving at Keokuk about 8. A train of this character will remove some of the difficulties complained of by Mr. Beck."

Mr. Elliott endorsed the letter from the superintendent, Mr. W. E. Cunningham, explaining the situation on Tuesday, February 28, and the reasons for the regulations concerning the running of the way freight.

Mr. Beck was advised of Mr. Elliott's answer, copy of the same, as well as of Mr. Cunningham's letter, being sent him, and after some additional correspondence had been had, the complainant wrote the board as follows:

"I and the traveling public have to thank you for a train which to-day (May 15, 1899) made its first trip from Keokuk to Burlington. This was brought about by the interest you took in my complaint of the 3d of March, 1899."

Des Moines, Iowa, November 10, 1899.

No. 2040—1899.

FARMERS' CO-OPERATIVE ASSOCIATION,
VERNE S. ELLIS, SECRETARY, SWEA
CITY.

v.

} Site for elevator.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

Filed March 9, 1899.

This was an inquiry more than a complaint, and was given careful consideration by the board and answered as fully as possible under the circumstances. The answer by the board was in the nature of a declaration of the position taken by the commissioners in cases of this kind, and it is for this reason that the correspondence follows in full:

SWEA CITY, Iowa, March 6, 1899.

DEAR SIRS—I am instructed by the Farmers' Co-operative association to place a matter before you for information.

A year ago this company, duly organized under laws of Iowa, made application to the Burlington, Cedar Rapids & Northern for a site at this place for an elevator, and the same was refused on the grounds that already Swea City had two elevators and a site had been granted for a third (which, by the way, has since been built), and the company insisted that three was enough for any town on their line. The question is, has the railroad company exclusive authority to say when enough elevators are at a place and refuse a site to an association numbering upwards of sixty shareholders?

If your honorable board will sustain the decision of the railroad, then the association must give up, but, on the other hand, if we can demand and obtain a site for a fair showing, we are ready to raise the money and go ahead. Awaiting your reply, I am

Very truly yours,

VERNE S. ELLIS.

The Board answered, saying:

Replying to your favor of the 8th inst. with reference to your application for an elevator site upon the right of way of the Burlington, Cedar Rapids & Northern Railroad company at Swea City, you are advised that this question has been before the board upon

many different occasions, and that the authority of the board, with reference thereto, is to some extent in doubt.

A decision rendered by the supreme court of the United States, in what is known as the Nebraska case, seems to hold that the authority of the state board of railroad commissioners upon questions of this kind is limited, and in that case they held that the board of railroad commissioners of Nebraska could not make a valid order appropriating the property of a railway for uses of this kind. However, this board has been inclined to hold that it is the duty of a railway company to grant the right for elevator and warehouse purposes upon its right of way, sufficient and adequate to transact, in the ordinary way, grain and other business at the different stations along its line in this state. This is about as far as the board has believed it has the authority to go.

The question to whom this right or privilege shall be granted is lodged in the railroad company. Of course such company must exercise this right, as well as all others, in a reasonable and proper manner, but it is the opinion of the board that it has no more authority to designate the person to whom this privilege shall be granted than it would have to designate the person who should be employed by the railroad company.

If, in your judgment and opinion, there is not sufficient ground granted or extended to elevator or warehouse operators at this point to properly handle and ship the grain received there, the board will be glad to render you assistance in procuring such additional grounds as may be necessary to that end, but it would not be inclined to interfere with the railroad company with reference to whom such additional grounds or privilege should be extended.

We should be pleased to hear from you further with reference to this matter, and will render you any aid or assistance that we may be able to in the premises.

Des Moines, Iowa, November 6, 1899.

No. 2041—1899.

CITY OF OELWEIN,

V.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Improper construction of viaduct.

Complaint filed March 9, 1899.

This was a complaint filed by Mr. William A. Reed, city clerk, that the viaduct constructed by the Chicago Great Western railway, in the city of Oelwein, was so built that when snow was left on the top and it thawed the water ran down onto the heads of the people who were compelled to walk through the viaduct; that the water also ran down the north wall and flooded the sidewalk; that the drainage was such that the water was not carried off of the street in warm weather, leaving stagnant pools, and in cold weather freezing and making the walk dangerous.

On March 16th the board were in Oelwein and inspected the viaduct, calling the attention of the railway company to the matter, with some suggestions as to the improvements needed.

The commissioners are informed that the conditions were remedied and cause for complaint removed.

Des Moines, Iowa, November 10, 1899.

No. 2042—1899.

NIVER IRON WORKS COMPANY, MUSCATINE,

v.

Refusal to switch.

BURLINGTON, CEDAR RAPIDS & NORTHERN, RAILWAY COMPANY.

Complaint filed March 25, 1899.

On March 25th the board received the following complaint:

To the Board of Railroad Commissioners:

We, the undersigned, would respectfully represent that we are engaged in the business of an iron foundry and machine works, under the firm name of the Niver Iron Works company, at Muscatine, Iowa.

Our foundry is located on the side track of the Burlington, Cedar Rapids & Northern Railroad company, on our ground. A side track runs alongside our foundry, on ground belonging to or leased by the said Burlington, Cedar Rapids & Northern company.

Over three years since, we erected a platform on our ground and alongside the above named side track, and during this period we have received via the said Burlington, Cedar Rapids & Northern and Chicago, Rock Island & Pacific railways, pig iron, coke and various commodities in car load lots. These cars were at all times switched by the Burlington, Cedar Rapids & Northern railway to the above mentioned side track and placed at the said platform for unloading.

When cars for the undersigned arrived via the Chicago, Rock Island & Pacific railway they were handled for them by the Burlington, Cedar Rapids & Northern railway under an agreement entered into by and between the two companies.

The Muscatine North & South Railroad company began doing business in this city in January of this year. We recently received via that line a car load of coke in Cincinnati, Cleveland, Chicago & St. Louis car No. 10,247.

On arrival of said car the agent of the Muscatine North & South railroad tendered said car to the agent of the Burlington, Cedar Rapids & Northern railroad for switching to our side track, tendering at the same time the amount of switching charges that is being charged by said Burlington, Cedar Rapids & Northern company to said Muscatine North & South company for switching cars to other industries in this city.

The agent of the Burlington, Cedar Rapids & Northern railroad refused to perform the service required or to accept any reasonable sum of money for the performance of said service, stating that said track was put in for the benefit of the public as a team track, and was not a private track.

We were forced, therefore, to team said car of coke to our foundry at an unnecessary expense and loss of time. We pray for relief to your honorable body and represent that the Burlington, Cedar Rapids & Northern Railroad company shows an unjust and unlawful discrimination when it switches for the Chicago, Rock Island & Pacific railway and declines to perform that service for the Muscatine North & South Railroad company.

Yours very respectfully,

NIVER IRON WORKS COMPANY,
PER EDWIN NIVER, *President.*

The complaint was at once laid before the officials of the Burlington, Cedar Rapids & Northern Railway company, and on April 6, 1899, Mr. W. P. Brady, general agent, on behalf of the railway company, said that the refusal of that company to do the particular switching in question was based on the supposition that all the track which this industry abuts was used for city delivery purposes, but that an investigation disclosed that that part of the track adjacent to the iron works was not accessible enough for that purpose, and, accordingly, instructions had been issued to the agent at Muscatine to switch cars to and from the iron works.

This action of the railway company was communicated to the complainants, who, on April 12th, acknowledged the satisfactory adjustment of the matter, adding "We wish to thank your honorable body for the prompt and satisfactory manner you brought us relief."

Des Moines, Iowa, November 9, 1899.

No. 2043—1899.

CHARLES H. SIMMONS, MAPLETON,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Drainage.*

Complaint filed April 10, 1899.

The commissioners received complaints from Mr. Simmons, owning land in section 14-65-43, Maple township, that, about a year previous, the Chicago, Milwaukee & St. Paul Railway company had placed three culverts under their tracks, draining a large area of land so as to throw the streams across his land; that these streams were making ditches across his land, causing him a great deal of damage. Mr. Simmons claimed that the natural water course had been diverted by the location of the culverts.

The attention of the railway company was directed to the matter at once, and, after some correspondence had been had concerning the case, Mr. Simmons wrote the board, on July 4, 1899, that he had settled with the railway company, receiving a certain amount of money, the culverts to remain as they were already located, adding: "I thank you for the prompt attention you gave my case, for without your help I couldn't have done anything."

Des Moines, Iowa, November 8, 1899.

No. 2044—1899.

W. DUDLEY, CHURDAN,

v.

DES MOINES, NORTHERN & WESTERN
RAILWAY COMPANY.

} *Discrimination in freight rates.*

Complaint filed April 13, 1899.

Mr. Dudley made complaint to the board that he had positive proofs that the respondent company were making a better rate from Des Moines to Lohrville than they were from Des Moines to Churdan. The matter was brought to the attention of the railway company, but before hearing was fixed Mr. Dudley advised the board that the case was now fixed satisfactorily.

Des Moines, Iowa, November 10, 1899.

No. 2045—1899.

JOHANN KARNATZ ET AL., BOYD,

v.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Petition for depot.

Filed April 2, 1899.

This matter was presented to the board in the form of a petition, signed by twenty-one citizens of Boyd and vicinity. The petition follows:

To the Honorable Board of Railroad Commissioners:

Your petitioners respectfully represent that the Chicago Great Western Railway company is operating and conducting a railway through Chickasaw county, Iowa.

That the town of Boyd is located on the line of railway of said company in Chickasaw county, Iowa, and said town of Boyd is a station on said line of railroad, and so recognized by said company.

That said company has side tracks, a station or small depot in said town, and keeps a station agent at said place, station or town of Boyd.

That the station house or depot of said railroad company at said station is insufficient to meet the public needs and requirements.

That there is no place provided by said company at said station for the comfort or convenience of said passengers.

That there is no waiting-room at said station for the convenience of passengers, and no freight-room so that shippers' goods may be protected from the elements, or such as the public convenience requires.

Wherefore your petitioners pray that your honorable body require said railroad company to provide a suitable depot for said station, such as the public require.

The matter was immediately taken up with the railway company, and Mr. S. C. Stickney, general manager, wrote the board, on May 12th, saying they had "laid out for this year more work than we can possibly accomplish, owing to scarcity of labor and material. Next year we intended to change the track at Boyd, and build new passing track and depot." Mr. Stickney further said: "If we build a depot this year, we will have to move it next year. If, however, it seems to you important, we will try and put up a building this year and move it when we make the track changes."

A copy of Mr. Stickney's answer was sent to complainants, and they were asked if it would be possible for them to wait until the contemplated changes would be made for the depot. It has been several months since the commission wrote the complainants, and no response having been received the case is closed for the present.

Des Moines, Iowa, November 8, 1899.

No. 2046—1899.

D. W. TOWNSEND, CHEROKEE,

v.

ILLINOIS CENTRAL RAILROAD COMPANY.

Estimated weight of brick.

Complaint filed April 25, 1899.

Mr. D. W. Townsend, of Cherokee, Iowa, wrote the board under date of April 24, 1899, stating in substance that he had been discriminated against for two

years, from the fact that Sioux City brick men were shipping their product at a less weight than he was, and that he now learned that the railroad companies have what is called a weighing association, in which Sioux City is included, and that manufacturers of brick at Sioux City were shipping their brick continuously at four pounds each, without any weighing, and the railway company charging him at the rate of 4.40 to 4.60 pounds each; that his brick are not as heavy as Sioux City brick. He said he had been trying to adjust the matter for three months without success, and asked that the board take action to stop this discrimination at once.

Mr. T. J. Hudson, traffic manager of the railway company, was informed by the commissioners of the filing of this complaint and the board said that if it was found Mr. Townsend was being discriminated against in the manner indicated, it was probably unnecessary to suggest that steps be taken at once to remove cause for complaint. On May 15th Mr. Townsend again wrote the board reiterating his former complaint and demanding some redress. After several letters from Traffic Manager Hudson he advised the board that the investigation was not yet complete and later, on June 15, 1899, he wrote the board saying "that after showing Mr. Townsend that there is no intention to discriminate against him and that we are desirous of arranging matters in a manner that would prove satisfactory to him, he advises us, through our agent at Cherokee, that he will write you to-day withdrawing his complaint. I regret there has been so much delay in the handling of this matter."

On same date Mr. Townsend wrote the board that he had just been notified that his rates and weights had been adjusted and all would be kept on par from this time on, adding "you may mark the claim settled."

Accordingly the case was closed.

Des Moines, Iowa, November 11, 1899.

No. 2047—1899.

WALTER ADAMS, FAIRFIELD,

V.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

} *Abandonment of road.*

Complaint filed May 2, 1899.

On April 19, 1899, Mr. W. Adams wrote the board an inquiry as follows:

"The Chicago, Burlington & Quincy Railroad company propose to straighten and improve their track between Fairfield and Batavia, Jefferson county, and for this purpose have just completed a new survey which gradually leaves the old track until it is about one mile north of the old one, and getting closer to Batavia, the distance varying according to the curve in the old line. The distance between the two points is about ten or eleven miles.

"The property owners along this survey had a meeting to-day and authorized me to ask you if in this case the railroad company has the right to condemn their land, and in case the law should allow them to do so, if there is a limit to the width they are allowed to condemn.

"We would also like to know, in the case of the railroad crossing highways, when they make a cut and it is to the advantage of the public to have the place

bridged, whether the railway company can be compelled to do so, and, if they can, whose duty it is to see that it is done. You will confer a favor by looking into this matter and letting us know your opinion at your earliest convenience."

After giving the matter careful consideration, the board wrote Mr. Adams, a copy of which letter is herewith presented for the reason that it explains the position of the commissioners in matters of this kind:

Mr. Walter Adams, Fairfield, Iowa:

DEAR SIR—Replying to your favor of April 29th, with reference to the right of the Chicago, Burlington & Quincy Railroad company to change its line and the width thereof, your attention is called to section 1995 of the code of 1897, found on page 636, which is as follows:

"Any railway corporation organized in this state, or chartered by or organized under the laws of the United States or any state or territory, may take and hold under the provisions of this chapter so much real estate as may be necessary for the location, construction and convenience of its railway, and may also take, remove and use, for the construction and repair of said railway and its appurtenances, any earth, gravel, stone, timber or other material on or from the land so taken. The land so taken, otherwise than by the consent of the owners, shall not exceed 100 feet in width, except for wood and water stations, unless where greater width is necessary for excavation, embankment or depositing waste earth."

The commissioners are unable at this time to give a more definite answer to the question respecting the width of land the company would have a right to take, not knowing the conditions which exist at that point or place. However, it would seem from the language of the statute that under ordinary conditions the width of the right of way could not exceed 100 feet.

Your attention is further called to section 2092 of the same code, on page 746, but we are unable to determine at this time whether that section is applicable to the question submitted in your letter, but, from a careful reading of the section and also of your letter, we are inclined to believe that it is. This section is as follows:

"Any railroad desiring to change or to move the line of its road, after the same has been permanently located and constructed, may file a petition in the district court in any county where the change or removal is proposed to be made, describing with reasonable accuracy that portion of its line which it seeks to have changed or removed, and asking the court to grant authority to make such change or removal. All trustees and mortgagees and other lienholders, and all townships, cities and counties which have aided by taxation to build a road, must be made defendants and served with notices as with other actions."

See also sections 2093 and 2094, page 747.

The question whether or not this section contemplates the change or removal of the entire line of road is in some doubt.

The question with reference to the rights and duties of the railroad company regarding the building and maintaining of an overhead bridge is one that the board would not care to pass upon at this time, as it is the custom, upon questions of this kind, not to express an opinion until an opportunity is given both sides to present such evidence and arguments as they may desire in the matter. In case a controversy should arise between the railroad company and the public with reference to this highway crossing, if the matter is brought to the attention of the board, notice thereof will be given all interested parties and an inspection made by the board, and a full hearing held with reference thereto.

If there is anything further in this matter that you may desire to have further or additional information upon, the same will be given if it is within the province of the board so to do.

Very respectfully,

THE BOARD OF RAILROAD COMMISSIONERS,

D. N. LEWIS,

Secretary.

Des Moines, November 3, 1899.

No 2048—1899.

N. G. HARDING, DES MOINES,

v.

DES MOINES, NORTHERN & WESTERN
RAILWAY COMPANY AND CHICAGO,
MILWAUKEE & ST. PAUL RAILWAY
COMPANY.

Drainage.

Complaint filed May 3, 1898,

Mr. Harding, in this case, complained that proper outlet was not given through the embankment of the Des Moines, Northern & Western Railway company to a ditch draining his farm; that he had placed tiles to overcome this difficulty and that the section men had torn them out. The matter was brought to the attention of the railway company and Mr. F. C. Hubbell, superintendent, said that Mr. Harding had placed tiles on his farm in such a way as to discharge into one of the deep cuts made by the railway company through his farm; that this was done without the knowledge of the officials of the railway company; that the cut in question had given a great deal of trouble and when the old drains were discovered they were ordered disconnected at the right of way line. That Mr. Harding should have drained his land by following the natural lay of the ground, which would have probably taken a little more tile.

On February 10, 1899, Mr. Harding again wrote the board stating that nothing had been done in his case, and the Des Moines, Northern & Western railway, now being owned and operated by the Chicago, Milwaukee & St. Paul railway, the case was taken up with General Manager Collins. On May 9th Mr. Collins advised the board that the tile had been placed in its original condition to the satisfaction of Mr. Harding.

The board wrote Mr. Harding, informing him of the statement made by Mr. Collins, and that unless he was heard from to the contrary the case would be closed. Nothing being heard from Mr. Harding the board assumed that the conditions were now satisfactory.

Des Moines, Iowa, November 10, 1899.

No. 2049—1899.

FARMERS' MUTUAL LIVE STOCK ASSO-
CIATION, KENSETT,

v.

*Inquiry concerning elevator sites, ca-
pacity of elevator, etc.*

Filed May 5, 1899.

Under date of May 3, 1899, the Farmers' Mutual Live Stock Association, of Kensett, by Mr. E. Ellingson, president, wrote the board stating that the association desired to build a grain elevator at that place of about 10,000 bushels capacity and of the latest modern plans, but the railway company informed them they must build one of not less than 15,000 bushels capacity. They asked whether the railroad company had a right to dictate the capacity; they said, also, that they were having some trouble in getting a site. The railroad company granted them a

site on the same lots as are now used by them for coal sheds; that there was not room enough for both; that the railway company had not given them definite promise of another site for coal sheds, and that the company had ground south of the stock yards which they wanted for the elevator site, but could not get it. In closing, they said:

"Now, is it not their duty to grant a site where wanted when the ground is vacant, even if they have to condemn a few feet of ground in order to do so?"

The reply made by the commissioners is given in full, as it is in the nature of an opinion of the board in this case from the facts presented by the association:

MAY 18, 1899.

Farmers' Mutual Live Stock Association, Mr. E. Ellingson, President. Kenett, Iowa:

GENTLEMEN—Replying to your favor of May 3d, the board is of the opinion that it is within the province of a railway company, in leasing any part of its right of way for elevator or warehouse purposes, to exercise the right of providing any reasonable condition in the construction of the elevator to be located upon its land. In fact this seems to be the plain and universal construction placed by the courts with reference to the rights of the railway companies in matters of this kind. These conditions must be reasonable and such as are required of other elevator or warehouse owners under similar circumstances. It is doubtful if any commission, persons or corporations outside of the railway companies have the right to condemn, or compel the railway companies to condemn, additional station or right of way grounds. The question of the capacity of elevators or warehouses is one that comes before the board frequently, and it has been held by the board that it is a question that the railway companies have a right to stipulate or provide for in leasing of grounds for elevator purposes. The question of capacity is one that you will readily see affects the number of sites that a railway company might be compelled to provide for, and it is undoubtedly the object and purpose of the railway company in requiring to have constructed elevators of such given capacity as would properly provide and take care of the grain handled, stored and shipped at the different stations. An elevator of small capacity would, in many instances, require about the same amount of ground as one of a larger capacity; and, if this matter was left to the discretion of the elevator owner entirely, the railway company might be compelled to lease, if there is any law compelling it to lease, a much larger space if small elevators were permitted to be constructed. However, if you desire, we will take this matter up with the railway company and use our influence in endeavoring to bring about an amicable and reasonable adjustment of any differences that may exist between your company and the railway company, and the board would be pleased to receive any additional communications with reference thereto if, in your judgment, it could be of any advantage to your company. Very respectfully,

THE BOARD OF RAILROAD COMMISSIONERS,

D. N. LEWIS,

Secretary.

Des Moines, Iowa, November 7, 1899.

No. 2050—1899.

W. C. GEORGE, COLLINS,

V.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} Under grade farm crossing for cattle.

Complaint filed May 18, 1899.

This complaint was made to the board in person by Mr. George on May 18th. After taking Mr. George's statement, the following letter was sent Mr. W. G. Collins, general manager of the Chicago, Milwaukee & St. Paul Railway company:

"In section 14, township 82 (Collins), Story county, in this state, the line of the Chicago, Milwaukee & St. Paul Railway company crosses the farm of Mr. W. C. George, and it is claimed by Mr. George that, under an arrangement between himself and your company, it was agreed that he should have such conveniences as he might require, so far as passing over or under your line of railway in order to reach his land, which might be situated upon either side of the track. He informs us that the company is about to construct a waterway or culvert of about three feet diameter. This would not permit stock to pass under your track. It would seem from his statement of the agreement and the consideration therefor that there might be a good deal of merit and justice in his claim, and that the company might be required to give him a better and more suitable place for the use of live stock passing under your track. We take it he would be satisfied if you would construct a cattle pass or way under your track of the dimensions of five feet by six feet. We trust that you will do nothing in this matter until you have fully and fairly investigated the same, and the board would be pleased to have you submit the result of your investigations to it, when the matter will receive further consideration."

Mr. Collins wrote the board on May 31st, saying:

"Upon examination, I find that there is no condition in the deed for right of way through Mr. George's property requiring the company to maintain a cattle pass, and that Mr. George is unable to produce any contract or agreement granting him an under crossing. He has been permitted to use a bridge which now requires renewing, and which is not necessary for a waterway. It has, therefore, been decided to use a thirty-inch pipe and fill the bridge. He has a grade crossing at a point about 200 feet east of this bridge, which is a good, safe crossing, the view being clear in each direction. It, therefore, seems to us unnecessary to provide him with an additional under crossing."

Later, on June 17th, Mr. Collins said that, upon further investigation of the matter, he found that Mr. George was able to produce proof that he had been verbally promised an under crossing by the company's right of way agent, and that in accordance he had directed that the present structure be renewed with a five feet by six feet cattle pass, which Mr. George had said was satisfactory to him. Mr. George was advised of this letter of Mr. Collins, and on June 24th he replied that the cattle pass was quite satisfactory, and, thanking the board for their attention, closed the case.

Des Moines, Iowa, November 8, 1899.

No. 2051—1899.

P. LYNCH, NEW HAMPTON,

v.

CHICAGO, GREAT WESTERN RAILWAY
COMPANY.

} *Drainage—under crossing.*

Complaint filed May 26, 1899.

On May 26, 1899, Mr. P. Lynch, of New Hampton, wrote the board as follows: "Permit me to call your attention to a decision given by your board, which appears in 1899 report, page 978, in regard to an undertrack crossing. The crossing, according to the report, was constructed (except the approach on northeast

side) and accepted by the undersigned. Late last fall the railway company changed its location and its dimensions without my consent, paved the crossing with large stones crosswise which is only eight feet wide and is on a level with the ground on either side, and deprives me of any means of drainage. In frosty weather the cattle cannot cross, as it is covered with ice."

In closing, Mr. Lynch asked the board to go to his place and see the condition his crossing is in.

The case was taken up with General Manager Samuel C. Stickney. Mr. Stickney wrote the board on June 28th, saying among other things that "An investigation shows that the undercrossing is a stone culvert with iron deck. The opening is eight feet wide and seven feet high, with a well paved floor extended out to the right of way line on each side. From our point of view the cattle pass is in excellent condition; it is perfectly dry and gives the best possible drainage for all surface water. It is impossible for the railway company, inside the right of way lines, to improve the conditions at this point, as they are already of the best."

There seemed to be a misunderstanding between the parties. A member of the board viewed the premises in question and wrote Mr. S. C. Stickney, stating that he found the under crossing in good condition, but that on the northwest side of the track, outside the right of way, is a hole that during rains is a very bad place for stock to pass, and that if the railway company would move the fence connecting the opening under the track with Mr. Lynch's land about six rods north of present location of fence, stock would then be enabled to have better ingress and egress to the under crossing; that the commission did not think that any paving would be necessary.

Concerning the matter of drain tiles, the commission suggested that the engineer of the company and Mr. Lynch ought to come to some understanding.

Some further correspondence was had in the matter, and on September 23d Mr. Stickney wrote the board stating that delay in answering the board's letter had been caused by the same getting lost, but that the roadmaster had been instructed to change the fence at the cattle pass so that stock can cross on good ground, which, he says, "I presume was what your letter ordered done. It is our aim to satisfy every complaint, and I assure you the delay has only been due to the large amount of work we have under way."

The board, having heard nothing further from Mr. Lynch, feel assured that their suggestions have been carried out, and the case is closed.

Des Moines, Iowa, November 7, 1899.

No. 2052—1899.
PIERCE & GLASS, WINFIELD,

v.

BURLINGTON & NORTHWESTERN RAIL-
WAY COMPANY.

} *Delay in shipment of tile.*

Complaint filed May 27, 1899.

The complainants in this case say that on Saturday, May 18, 1899, they sold two cars of drain tiles to be shipped to Yarmouth station, ten miles distant. One car was to be sent Monday and the other Tuesday; that the railway com-

pany's agent promised to see they went out on the above dates; that they had the cars loaded and billed out Monday one hour before time for the freight to go, and that on Wednesday, May 22d, trains had all gone and they found the tile still in the yards.

The case was brought to the attention of the railway company, and on June 8th Mr. R. Law, manager, reported to the board that the results of his investigation showed that the agent had not promised to get the shipment of tiles to its destination at any particular time; that the delay occurred by reason of heavy shipment of stock which had to be taken care of, and that tile was forwarded the next day; that the persons were not damaged by the short delay.

Copy of Mr. Law's letter, also statement of agent and others, were sent the complainants, who, upon June 12th, wrote the board that, while the statement of the agent was not exactly the facts, they did not desire to carry the matter any further; that the cars since that time had been moved promptly.

Des Moines, Iowa, November 10, 1899.

No. 2053—1899.

H. F. WALTERS, ROCKWELL CITY,

v.

FT. DODGE & OMAHA (ILLINOIS CENTRAL) RAILROAD COMPANY.

} *Under grade farm crossing.*

Complaint filed June 5, 1899.

On June 5th Mr. J. C. Rose, of Des Moines, in behalf of his uncle Mr. H. F. Walters, filed complaint in substance as follows:

That Mr. Walters is the owner of 400 acres of land near Rockwell City; that line of respondent company will cut through his farm, leaving his buildings and about 15 acres on one side of the right of way and the balance of his farm on the other; that inasmuch as his principal business is raising stock, he needs an under passage way to enable his stock to pass to and from his buildings; that such a passage way could readily be constructed on one side of the creek (Lake creek), as the embankment will have to be very high at this point, and it will cost but very little to provide such passage way for the use of live stock; that the appraisers took into consideration that he would have such passage way for stock when they appraised his damages at \$475, but that the railway company declined to provide such passage way; that he has appealed from the award of the appraisers but will dismiss the same if the undercrossing is provided for him; that the railway company has made arrangements to provide him with regular farm crossing, which will suffice for use of wagons, teams, etc., but that the under passage for stock is absolutely necessary for the proper conduct of his farm.

This matter was laid before Mr. C. K. Dixon, superintendent, Tara, and was later taken up with Mr. C. E. Grafton, engineer in charge, Council Bluffs, who informed the board that Mr. Walters was sick, but that he would take the matter up as soon as possible, and that he would be able to make satisfactory arrangements with Mr. Walters.

Copy of Mr. Grafton's letter was sent Mr. Rose, but no word has been received from the complainants, and it is assumed that the matter has been adjusted.

Des Moines, Iowa, November 8, 1899.

No. 2054—1899.

JOHN LEVERTON, ABBOTT,

v.

*Refusal to allow loading of cars from
wagons.*

IOWA CENTRAL RAILWAY CO.

Complaint filed June 6, 1899.

Mr. John Leverton on June 5th wrote the board asking whether the railway company could prevent him driving behind his elevator with team and wagon and load cars to accommodate the farmers, "when I am taking in all the grain I can handle."

Mr. J. N. Tittlemore, acting general manager of the Iowa Central, was asked to advise the board of the situation at this station, and on June 28, 1899, Mr. Tittlemore wrote the board as follows:

"Referring to your favors of the 8th and 21st insts., relative to the complaint of John Leverton, at Abbott, in which he asked whether the railroad company can prevent him from driving around behind his elevator to load cars in order to accommodate farmers, etc., etc., we have had this matter carefully investigated and find the facts to be as follows:

"Mr. Leverton's complaint is evidently based upon a controversy he had with our agent at Abbott with reference to driving between the side track and our main line south of the station in order to load cars. The ground over which Mr. Leverton insisted upon driving is not a thoroughfare, nor can it be made one with safety. Our agent has planted a flower garden at the south end of the station, which very greatly improves the appearance at that point, and in order for Mr. Leverton to get his team where he desired to go, it was necessary for him to drive over this flower bed, which he did, badly disfiguring it. Our agent was not on the ground when it was done, but upon discovering it remonstrated with Mr. Leverton.

"Outside of this Mr. Leverton had no right to drive his team where he did, as the south end of the house track at Abbott is not intended for team track purposes. If he wants to load grain from tracks into cars and will advise our agent of his wants, the latter will see to it that the cars are promptly set where they will be accessible for teams to drive. From the report I have received, I am satisfied that Mr. Leverton's complaint is without reasonable foundation."

Upon receipt of this letter, Mr. Leverton was advised that Mr. Tittlemore had stated that, if he wished hereafter to load grain from wagons into cars and would advise the agent to that effect, he would see that the cars were promptly placed where they would be accessible for teams.

Nothing further having been heard from Mr. Leverton, the case was closed.
Des Moines, Iowa, November 3, 1899.

No. 2055—1899.

F. E. HARRINGTON, MARATHON,

v.

Appropriating land for snow fences.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Complaint filed June 6, 1899.

Mr. Harrington wrote the board that the Chicago, Milwaukee & St. Paul Railway company was building a line which had crossed his land; that he had

made optional agreement for the 100 foot right of way, but that now they asked, for the road through his land, 150 feet out for snow fence from October 1st to April 1st, without any pay. That he had offered to accept provided they agree in the deed to pay all damages or strike out the clause; that the railway company would do neither, claiming the law would force him to do it without pay. He asked the board what his rights were in the premises.

On January 10th, in answering Mr. Harrington's letter, the board said:

"Your favor of the 5th inst., concerning your rights with reference to the granting of right of way and other privileges to railway company, has been received and noted by the board. There seems to be but two ways in which a railway company may acquire right to enter and occupy land for railroad purposes, one is by purchase and deed, the other by process of condemnation in conformity with law. If neither of these methods have been used in obtaining your land, then it would seem the railroad company would be a trespasser if it attempted to enter upon such land without your permission, and, therefore, could be prevented by law from so doing."

Des Moines, Iowa, November 3, 1899.

No. 2056—1899.

TOWNSHIP TRUSTEES, CEDAR RAPIDS,
BY J. G. GRAVES, CLERK,

V.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Dangerous highway crossing.

Complaint filed June 7, 1899.

The board, on date named, received the following complaint:

To the Board of Railroad Commissioners, greeting:

We, the trustees of Rapids township, Linn county, Iowa, respectfully petition your honorable body to give to the public some sure method of protection to life and limb at a place on the Chicago, Milwaukee & St. Paul railroad, in Linn county, Iowa, where the deep cut is in the E½ of 6-88-7. This is a place where the wagon road crosses the railroad at a point where it is impossible to see the train for any considerable distance on account of an intervening hill, and the steep grade makes it impossible to stop a train coming down the grade after sighting the crossing, before coming directly upon the helpless victim who may be caught thereon. Several narrow escapes from accidents have occurred at this place, and it is a veritable death trap. Complaints having been entered we find it our duty to call your attention to it, feeling certain that our wishes will be looked after, and we respectfully urge your early attention to the matter as it is possible for you to give.

By order of the board of trustees of Rapids township.

J. G. GRAVES, Township Clerk.

June 6, 1898.

The case was at once taken up with the railway company, and, after some correspondence had passed between the board and Mr. W. G. Collins, general manager of the railway company, the commissioners were advised on August 20th that, after a thorough and careful investigation by the railroad company, orders had been given to provide an electric warning bell for the protection of the crossing, the bell to ring automatically on the approach of trains from either direction; that they had a number of these bells in operation and found that they gave satisfaction.

At a later time Mr. Graves advised the board that the bell was not working satisfactorily, and on the 15th of December the board visited the crossing complained of and heard statements of interested parties. The board suggested at that time that the track current of the bell should be extended 1,000 feet further, making the circuit 2,500 feet distant from the crossing bell east, but that 1,500 feet west would probably be ample.

On December 31st Mr. J. F. Gibson, superintendent, who represented the railway company at the inspection December 15th, wrote the board stating that he had made arrangements to take action according to the suggestions made.

In communications to the board during the early part of the year 1899, Mr. Graves, township clerk, reported that the bell was not working satisfactorily; in each case the attention of Mr. Gibson was called to it, and on May 26th he writes the board as follows:

"I find by investigation that this bell is working splendidly. It failed about one month ago for some reason, but I immediately had it repaired, and my section foreman informs me that it never has failed since to his knowledge; he also says that he has talked with Mr. Bleedner, one of the trustees, who says that the bell is working perfectly. The section foreman has instructions to report to me by wire immediately if he finds that the bell fails to work properly."

On June 3d Mr. Graves informed the board that the bell was now working satisfactorily, since which date no complaint was heard from the parties concerned.

Des Moines, Iowa, November 11, 1899.

No. 2057—1899.

M. R. DE BUSK, WIOTA,

v.

In matter of mail service.

This was a petition from citizens of Wiota asking that mail be distributed at that station on the early train from the east in order that they might get morning papers and market quotations early enough in the day to be of value.

The petitioners were advised that the board could take no action in the matter of mail service, but that copy of their petition had been sent Mr. W. H. Penn, chief clerk of the railway mail service, who had informed the board there was no agent on duty for that train, but that Wiota was not the only town situated that way; that Anita had hired its own man to look after the mail and Casey and Adair received the mail from the later train the same as Wiota.

In sending copy of Mr. Penn's letter the board suggested that the matter be called to the attention of their congressman, and closed the case as far as the board was concerned.

Des Moines, Iowa, November 9, 1899.

No. 2058—1899.

PEARSON & HAYTON, PIERSON,

v.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY.

} *Overcharge (interstate).*

Complaint filed June 8, 1899.

The complainants in this case said that they had shipped grain to the Peavy Grain company, Chicago; that on shipment of which they complained the contents of the car did not weigh to the amount of the arbitrary minimum fixed by the railway company and they were therefore overcharged to that extent.

The complainants were advised that this was a matter over which the commissioners could exercise no jurisdiction excepting in cases beginning and ending in the state of Iowa, but as was usual in such cases the complaint would be brought to the attention of the railway company, and if possible an amicable adjustment made of the same. During the correspondence that ensued it developed that the railway company issued an order dated April 19th, which fixed a minimum weight on all cars with no marked capacity, 24,000 pounds, with all other cars the minimum weight being 2,000 pounds below the marked capacity.

The railway company furnished the board a copy of their G. F. D., No. 41,401, dated April 19, 1899, covering this point as answer to the claim of Messrs. Pearson & Hayton.

The commissioners feeling that they would be unable to adjust this claim by any further correspondence the papers were returned to the complainants with the advice that the matter properly belonged to the interstate commerce commissioners.

Des Moines, Iowa, November 10, 1899.

No. 2059—1899.

J. V. H. BROWNE, FLAGLER,

v.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY, AND CHICAGO, MIL-
WAUKEE & ST. PAUL RAILWAY COM-
PANY.

} *Mirror broken in transit—interstate.*

Complaint filed June 13, 1899.

This was a complaint that a mirror was broken in transit from Liberty, Mo., to Flagler, Iowa, for which he claimed damages to the amount of \$6.

Mr. Browne was advised that the shipment was interstate, a class of business over which the Iowa board of railroad commissioners had no jurisdiction; but, following the custom, his claim was presented to the Chicago, Burlington & Quincy Railroad company, with the statement that, even though the shipment was made at owner's risk, yet it was believed that, if the property was injured in transit while under the control of that company, the claim might be a just one.

The Chicago, Burlington & Quincy Railroad company claimed the mirror was broken when received from the Chicago, Milwaukee & St. Paul Railway company at Ottumwa, and that that company had declined to pay the claim, alleging the mirror to have been improperly packed.

The case was then presented to Mr. H. P. Elliott, freight claim agent of the Chicago, Milwaukee & St. Paul Railway company, who answered stating that the glass was improperly packed, and that the shipper's attention was called to it at the time shipment was made, but Mr. Browne thought by exposing the glass it could be seen, and those who handled it would do so with more care.

Following some further correspondence, the commissioners returned to Mr. Browne the papers he had filed, and advised him of action taken and their inability to bring about any amicable settlement.

Des Moines, Iowa, November 8, 1899.

No. 2080—1899.

J. B. DOUGLAS, WEST BRANCH,

v.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

Removal of coal shed.

Complaint filed June 14, 1898.

On date of June 12, 1898, Mr. Douglas wrote the board that he had been notified by the station agent that the railway company were going to remove his coal house from the right of way; that he had leased the house, and he could not afford to have it moved to a new location, and would quit the coal business if it came to that. He protests that he should not be compelled to suffer this loss.

The matter was taken up with the railway company, and Mr. W. P. Brady, general agent, wrote the board on June 18, 1898, concerning the case substantially as follows:

That the coal house was so located as to be dangerous to parties approaching railway track on the principal street of West Branch, as it entirely obstructed the view of trains coming from the south; that it was also in the way of trainmen in switching; that it caused the accumulation of snow in winter; that it was and had been a nuisance for some time; that J. B. Douglas held a lease for the ground on which the building was located which expired December 31, 1899, that in pursuance of the conditions of said lease the railway company had, on April 13, 1898, notified the complainant that it was necessary to remove the building from its present site, and offered to send one of its trainmasters to select a new location for it; that no attention was paid to this notice; that on June 7th the railway company advised Mr. J. M. Lindsley, the agent at West Branch, to notify Mr. Douglas that the building would have to be removed to another location that would be furnished for it if desired; that Mr. Douglas replied there was no other available place for the building, and if it was to be removed he would go out of the coal business and did not care for a new site; that thereupon the building was torn down and the material piled on the property of its owner, a Mr. Wm. Steer, a former resident of West Branch; that the action of the company was entirely within the bounds of reason and common sense, and that if Mr. Douglas had

co-operated with the company, no doubt a proper site could have been selected for a new location.

At a later time, Mr. William Steer called at the office of the board and filed a letter written by Mr. Brady to Mr. Douglas on April 13, 1898, which corroborated Mr. Brady's statement to the board with reference to notice to Mr. Douglas and offer to grant a new location for coal house at a more practical part of the depot grounds.

Nothing further was heard of the matter until Mr. Steer again called on the board, stating that there was some question as to the ownership of the land on which the coal house had been located. Both Mr. Brady and Mr. Steer were asked to state the facts in the case. Mr. Brady said in substance that the company had nothing to say until Mr. Steer had substantiated his claim as to ownership, and Mr. Steer having declined to present any further evidence to the board, the case is closed without prejudice.

Des Moines, Iowa, November 13, 1899.

No. 2061—1899.

P. T. CONROY, WALNUT, IOWA,

v.

CHICAGO, ROCK ISLAND & PACIFIC
RAILWAY.

} *Overcharge on shipment of stock
cattle.*

Complaint filed June 15, 1899.

Mr. Conroy in this case filed with the board an expense bill showing shipment of stock cattle from Dexter to Walnut on which there was a charge made of \$18.68, but which amounts, according to weight of shipment (25,600 lbs.), rate 9.21 cents, to \$17.68. The matter was immediately taken up with Mr. C. J. Phillips, division freight agent of the company, who stated that the matter would receive his prompt attention; that the charge was simply an error in computation, and that the \$1 overcharge would be promptly refunded; and said, further, that if Mr. Conroy had called on the agent the matter would have received prompt attention.

Mr. Conroy was advised of this disposition of his claim, and again wrote the board, on July 11th, as follows:

"Your letter of the 5th inst. at hand, and will say that the legal rate from Dexter to Walnut is only 6 cents per hundred, which would amount to only \$11.97 on 26,600 lbs., when I was charged \$18.68. It seems to me that you could make a clear case out of this, or what is the use of the commissioners if the railway is to have their own way?"

In answer to this letter, the board wrote him as follows:

"Your favor of the 11th received this morning. In this you say the legal rate (on stock cattle) from Dexter to Walnut is 6 cents per 100, which would amount to only \$11.97 on 26,600 lbs., whereas you were charged \$18.68.

"Your expense bill has been sent to the railway company in order that your overcharge might be refunded, but, as I recall it, the weight of your shipment was 25,600 lbs. In this, however, I may be mistaken. I do not know where you get the rate of 6 cents, as the Iowa Schedule of Rates, page v (copy of which is sent you to-day), makes the rate on fat cattle for distance Dexter to Walnut

(fifty-nine miles, taking sixty-mile rate) 9.21 cents per 100 lbs.; 75 per cent of this rate, which stock cattle is allowed to take, would bring it down to 6.9+ cents per 100 lbs.; 26,600 lbs. at 6.9+ cents per 100 would amount to \$18 35. If I remember the weight correctly, however—25,600 lbs.—it would amount to \$17.66, or, if carried out in fractions, about \$17.68.

"You say, 'It seems to me you could make a clear case out of this, or what is the use of commissioners, if the railroad is to have their own way?' I trust the efforts made by this department in this case to have your claim promptly and properly adjusted by the railway company is sufficient answer to your question. Upon receipt of your complaint, the matter was taken up personally with the freight department officials of the company and an explanation asked of the charge made. It was given, and you were advised that the amount of the overcharge would be refunded.

"You have evidently been misinformed as to the rate that should obtain on stock cattle Dexter to Walnut. Even if the rate was 6 cents, as you state you believe it to be, the freight would amount to considerably more on 26,600 pounds than \$11.97. It would amount, at 6 cents per hundred, to \$15.96, or on 25,600 pounds to \$15.36.

"Kindly advise whether the matter is now clear to you.

"Under separate cover I take pleasure in sending you a copy of the schedule of reasonable maximum rates of charges for the transportation of freight in Iowa, as prepared and promulgated by this commission. On pages 5, 6 and 7, you will find the rate quoted on cattle for sixty miles and the note providing for the 75 per cent rate applicable to stock cattle or feeders."

Mr. Conroy wrote the board July 21st that he had been misinformed as to the rate, and that he would settle the claim for \$1.

Mr. Phillips assured the board that the claim would be paid promptly, and nothing further having been heard the case is closed.

Des Moines, Iowa, November 3, 1899.

No. 2062—1899.

MT. PLEASANT MILLING CO., MT.
PLEASANT, IOWA,

v.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY.

Minimum weight on flour in sacks too high.

Complaint filed June 19, 1899.

The Mt. Pleasant Milling company, on date given, filed with the board complaint as follows:

"The Burlington is charging us freight on the basis of 49 pounds to a quarter barrel sack, when our sacks weigh but 48 pounds gross. Our carload shipments of 500 sacks weigh exactly 24,000 pounds, yet the railroad company insist on 24,500 pounds, and say that the general freight agents of all the western roads, about a month ago, gave instructions to charge for flour on the basis of 49 pounds per quarter sacks and 24½ for ½ sacks regardless of what the sacks weigh. It is our understanding that freight rates are based on weight and not on the number of packages.

"In packing flour in wood it is customary to pack 196 pounds net of flour, and as barrels vary in weight, it seems there is no impropriety in the railroads ruling that flour barrels should be counted as 200 pounds. But when flour is packed in an ordinary quarter barrel sack it is usually the custom in Iowa and Missouri to have exactly 48 pounds, sacks and all, and there is no sense, reason or justice in compelling a shipper to pay freight on 500 pounds which are not in the car."

The complaint was called to the attention of the railroad company, and Mr. J. M. Bechtel, division freight agent at Burlington, was advised that it seemed to the board, without further investigation, if statements in the complaint were true, that the action taken by the railroad company was somewhat arbitrary.

The Iowa classification No. 11 provides that flour in cotton or paper sacks should go at actual weights.

On June 22d the complainants advised the board that they had been notified by the Chicago, Burlington & Quincy Railroad company that actual weights on such shipments would be accepted.

The case is, therefore, closed.

Des Moines, Iowa, November 8, 1899.

No. 2063—1899.

JOHN LEVERTON, ABBOTT,

v.

IOWA CENTRAL RAILWAY COMPANY.

} *Condition of stock yards.*

Complaint filed June 19, 1899.

The complainant in this case states that one of the stock yards at Abbott station contains a lot of stones which causes his hogs to get lame. He asked whether he can make the company remove the stones and bury the dead hogs.

Mr. J. N. Tittlemore, acting general manager of the railway company, was notified of the complaint, and the board suggested to him that if anything was piled up in the stock yard that would be injurious to the stock kept there, or that would prevent the free and ordinary use of such stock yards, it should be removed.

After some further correspondence Mr. Tittlemore wrote the board that he had had the matter carefully investigated and, while it was true there had been times in the past when the company had some rock in these yards for the purpose of paving, and that at the present time there were a few stones in the yard about the size of one's hand, he was satisfied that these few stones had never done any damage to any of complainant's stock. Mr. Tittlemore said he had instructed that any stones now in there be taken out at once.

Nothing further having been heard from the complainant in this case it is assumed that the condition of the stock yards is now satisfactory to him.

Des Moines, Iowa, November 3, 1899.

No. 2064—1899.

A. NORELINS, KIRON,

v.

Location of station.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY.

Complaint filed June 20, 1899.

The board received the following communication:

KIRON, Iowa, June 19, 1899.

To the Honorable Board of Iowa Railroad Commissioners, Des Moines, Iowa:

On behalf of the citizens of Kiron I write you in regard to a railroad station which we expected to be situated in this village of Kiron. The North-Western Railroad company is now building a branch road from Boyer, on Boyer river five miles east of this place, to Mondamin on the western tier of the state, the said road running through our town, and for some reason I don't know, the railroad people located the station one mile west of this place, Kiron, causing a damage to our town and property of several thousand dollars. Their agent who bought up the right of way and land for town site told us that it was sure that the company should put a station at this place, but he thought that the price of land was too high, and it is true that the parties he wanted the land for town site asked a good price, then they came down on the price and he bought an option for \$75 per acre. Still he said it was too high and they had to come down else we could not get the station, and they finally came down to \$60 per acre, and although he promised not to buy land for a station west of us he would let us know it, he went and bought the land without letting us know it, and paid \$80 per acre, and that of a man that asked a most unreasonable price for right of way.

The agent went away, not even telling us that he had bought the aforesaid land. Then we made another concession to the company. We granted them, free, about twenty-seven acres and offered the rest of land they wanted for \$60 and \$75 per acre, but the company would not accept, although we agreed to not sell any land facing this for town lots and building purposes for two years' time. The people here in this neighborhood are very much dissatisfied with this arrangement, as this is the most convenient point for the people to have the town. We have two stores, repairing and blacksmithing shops, good school and church, and two other churches a little way off north and south of the place, and we have had the postoffice here for twenty-six years. I have given you the outline of the transaction of this matter. Much more could be said but I refrain now at present, and I wish to know if anything could be done to reconcile the company. We are willing to do anything reasonable.

Before I close I will ask you a question, which I wish you would answer, and that is, if an elevator or warehouse is erected near a railroad for shipping grain, is it the duty of the company to lay a switch or a side track for that purpose? Yours respectfully,

A. NORELINS.

Copy of the foregoing was sent Mr. J. M. Whitman, general manager of the Chicago & North-Western Railway company, and upon receipt of his answer the board addressed the following letter to Mr. Norelins:

"Upon receipt of your letter concerning the location of Kiron station on the Chicago & North-Western railway, the matter was taken up with General Manager J. M. Whitman of that company, who, under date of July 5th, makes answer as follows:

"In reply to your letter of the 22d of June, in reference to a communication received from Mr. A. Norelins in regard to the location of a station near Kiron, in Crawford county, Iowa.

"The statements made by Mr. Norelins do not correspond with my information on the subject. No definite location for a station on our new line in that vicinity was ever made until it was located at the point where it is now platted, viz., about one mile west of the town at present bearing the name of Kiron. This location was selected because the land at that point was better suited for station

grounds, and a station located there would better accommodate the country tributary to it and would better divide the distance between the stations of Boyer and Schleswig. If the location referred to by Mr. Norelins had been used it would have been impossible to have constructed a side track at that point over 1,100 feet in length without extending it on an eight-tenths of 1 per cent grade, which would not have been feasible. In our preliminary examination throughout that country the people of Kiron (consisting of about one-half dozen) were asked to submit any proposition that they might desire in connection with station grounds. The prices named by them were, as Mr. Norelins states, excessive. No intimation was ever given these people that the company would acquire land for a station at that point at any price, nor were any representations as to location of the station made by any authorized representative of the North-Western company.'

"Concerning your question as to whether or not it is the duty of a railroad company to construct a switch or side track to an elevator located on their line we may say that if the railway company at a regular station has not provided sufficient trackage room for the reasonable needs of the public desiring to use the same for the purpose of shipping or receiving freight over the road, the railway company might be compelled to build such track as was needed, providing the conditions were such that it could be done without unreasonably burdening the railway company, or injuring other vested rights which the public might have."

Des Moines, Iowa, November 10, 1899.

No. 2065—1899.

DUBUQUE & SIOUX CITY RAILROAD
COMPANY AND THE ILLINOIS CENTRAL
RAILROAD COMPANY,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Grade crossing at Storm Lake.

Complaint filed July 3, 1899.

The petition in this case filed by Mr. John F. Duncombe, attorney, recited in substance that the defendant company, which was building a new line from Rockwell City northerly through Buena Vista county, desired to cross the plaintiff's line of railway at grade at or near the town of Storm Lake; that such crossing would greatly impede the business of complainant and discommode the public, and that it was practicable to make the crossing either under or over the track of complainant. The complainant asked that the board fix an early date for hearing, and, accordingly, July 7th, at Storm Lake, was announced to all parties. At the appointed time and place the board met the attorneys for the railway companies, Hon. John F. Duncombe for the complainant and Hon. J. C. Cook for respondent company. Witnesses were examined and attorneys argued the case at some length, the respondent company contending that, under the statutes, decision of the supreme court and of the railroad commission, it had a right to cross at grade, or, if not at grade, the complainant should either raise or lower its track to permit of the track of the new line going over or under the same.

The commissioners took the case under advisement, but on July 15, 1899, were informed that the matter had been amicably adjusted between the companies, and that the board need take no further cognizance of the case. It is, therefore, closed.

Des Moines, Iowa, November 13, 1899.

No. 2066—1899.

FT. DODGE & OMAHA RAILROAD COMPANY (ILLINOIS CENTRAL RAILROAD COMPANY),

v.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Grade crossing at Arion.

Complaint filed July 7, 1899.

The complainant in this case filed the following complaint or petition with the board on date named:

Comes now the Fort Dodge & Omaha Railroad company and represents to the board of railroad commissioners of Iowa that the Chicago, Milwaukee & St. Paul Railroad company owns a line of railway passing through the county of Crawford, in said state, and passing through the town of Arion, at which point it crosses the Chicago, Milwaukee & St. Paul Railway company's main line of road; that the Fort Dodge & Omaha Railroad company is a company organized for the construction of a railroad from a point near Tara through the counties of Webster, Calhoun, Sac, Crawford, Harrison and Pottawattamie to the city of Omaha via the city of Council Bluffs, and that said line passes through the town of Arion in said county of Crawford; that said line of road is being constructed by your petitioner railroad company with a view to having the same operated by the Illinois Central Railroad company as a part of a main line from the city of Omaha to the city of Chicago, and from the city of Omaha to New Orleans, Louisville, Memphis and other cities.

That your petitioner had supposed that the terms under which the crossing was to be made had been substantially settled, and unexpectedly a writ of injunction was served upon your petitioner to prevent a crossing at the point designated in said town of Arion, about 236 feet from the center of the intersection of the Chicago & North-Western Railway company's line with the Chicago, Milwaukee & St. Paul Railway company's line to the center of the east track of your petitioner's line.

Your petitioner has commenced proceedings for the condemnation of said railway crossing for its double track railroad, and for the assessment of damage thereon, and that condemnation proceedings will take place on the 19th day of July, 1899, at 10 o'clock A. M. of said day, at said point of crossing.

Your petitioner further represents that said crossing of the Chicago & North-Western Railway company's line with the Chicago, Milwaukee & St. Paul Railway company's line is a grade crossing, and that the condemnation proceedings sought in this case are also at a common grade; that the nature of the ground is such, and the position of the three railroad lines is such that an overhead crossing cannot be made at this point to be of any advantage to the said Chicago, Milwaukee & St. Paul Railroad company; and that it is not practicable for said company to make either an over or under crossing at the point of crossing; that on account of the location of the bluffs and of the Chicago & North-Western Railway company's line it is not reasonably possible for your petitioner to cross at a point any considerable distance from the point already designated.

Your petitioner further represents that by law it has a right to make a crossing at a reasonable point and upon reasonable terms on and across the right of way and tracks of said Chicago, Milwaukee & St. Paul Railway company.

Your petitioner further states that the sum of \$25,000 has already been paid for the right of way condemnation, etc., at the point designated, and over \$10,000 in construction of the line to said point, and that, under the present condition of the work on said line, and your petitioner having been misled as aforesaid, it becomes necessary that immediate action be

taken to determine the proper location of the crossing of your petitioner with its line of railroad over the line of the Chicago, Milwaukee & St. Paul Railway company and over its right of way.

Your petitioner further states that it has sent to J. O. Cook, Esq., attorney for said Chicago, Milwaukee & St. Paul Railway company, at Cedar Rapids, Iowa, a copy of this application, and your petitioner respectfully asks your honorable board for a meeting of your honorable board at said crossing to determine the location and proper method of making said crossing, the amount necessarily required for that purpose, the kind of a crossing that shall be made and the share of expense which shall be required to be paid by the parties hereto.

Signed July 6, 1899.

THE FORT DODGE & OMAHA RAILROAD COMPANY
By J. F. DUNCOMBE,
Its President.

The complainant in this case is the organization building a new line from Tara to Omaha, to be operated by the Illinois Central Railroad company.

The case was at once taken up with the respondent railway company, and hearing set for Tuesday, July 11th. All parties were notified.

Subsequent to inspection and hearing, and before the board promulgated its decision, the attorneys for the railroad companies notified the commissioners that the matter had been amicably adjusted between the companies, and in accordance therewith the case is closed.

Des Moines, Iowa, November 13, 1899.

No. 2067—1899.

W. Q. WHITE AND OTHERS, ELLSTON,

v.

CHICAGO, BURLINGTON & QUINCY RAILWAY COMPANY, HUMESTON & SHENANDOAH RAILROAD COMPANY.

Application of class "A" freight rates to the Humeston & Shenandoah Railroad company.

Petition filed July 19, 1899.

On date named the board received the following petition from shippers and merchants of Ellston, Iowa:

"We, the undersigned patrons of the Humeston & Shenandoah railway (Chicago, Burlington & Quincy Railway company owners), do petition and pray that you take steps to have adjusted the excessive and unjust freight and passenger rates charged by said railway company. Freight rates are fully 20 per cent higher than are charged on competing, paralleling and neighboring lines.

"Passenger rates charged 4 cents per mile, unless round trip ticket is purchased.

Signed by W. Q. White, A. C. Armitage, W. H. Critchfield, J. S. Maxwell, R. D. Grow & Co., N. Ireland, W. C. Brotherton, Johnson & Hess."

This matter presented a difficult question to the board, and after giving it careful consideration they wrote Mr. C. M. Levey, superintendent of the Chicago, Burlington & Quincy Railway company, Burlington, Iowa, stating the nature of the complaint made, and adding:

"The board has had matters of this kind before it upon several occasions and is in some doubt with reference to what they ought to do therein. It is claimed that your line of railway operates this line not only through lease but subsequently that you became the purchasers thereof. In either event it may be quite

a serious question whether the leased line should not be placed in the same class as the main or trunk line, and, if so, but one local rate should be charged upon merchandise passing over both lines.

"We trust that you will give this letter prompt attention, and the board would be pleased to have this matter submitted to your legal department and have you forward its opinion to us with reference to this matter."

Mr. J. W. Blythe, general solicitor of the Chicago, Burlington & Quincy, wrote the board asking information on the exact questions that the board would like to have the legal department of the Chicago, Burlington & Quincy discuss, and on September 20th the board replied as follows: "The question is whether the Humeston & Shenandoah Railroad company, being now owned by the Chicago, Burlington & Quincy Railroad company, would have the right to charge a different rate from that charged by the Chicago, Burlington & Quincy company for like distances, and whether, on a shipment originating on either road and ending on the other one, a through rate should not apply and not two locals?"

On September 22d Mr. Blythe wrote the board he would take the matter up and give it his early attention.

On September 30th Mr. C. M. Levey advised the board that the freight department of the Chicago, Burlington & Quincy company had decided that, for business reasons, it was expedient that class A rates should be applied upon the Humeston & Shenandoah railway, putting that road, in the matter of rates, in the same situation with the branches of the Chicago, Burlington & Quincy railroad in Iowa; that tariffs accordingly would be filed with the board in a few days. Mr. Levey further said: "I ought, perhaps, to add that our law department advises that the Humeston & Shenandoah is not in exactly the same legal position, relative to the Chicago, Burlington & Quincy, as are the so-called Iowa branches; but the question of whether the Humeston & Shenandoah can legally charge class C rates is not a material one, I suppose, in view of the determination at which our people have arrived."

Copy of Mr. Levey's letter was sent the petitioners, and on October 10th Messrs. R. D. Grow & Co., publishers of the Ellston Weekly Register, wrote the board saying: "Your esteemed favor of the 2d received, and in reply would say, in behalf of the people of Ellston, that we thank you for the attention given in this reduction of rates on the Humeston & Shenandoah railroad. We shall receive a benefit from the class A rates."

Des Moines, Iowa, November 8, 1899.

No. 2068—1899.

L. N. LOCKWOOD, COLDWATER,

v.

IOWA, MINNESOTA & NORTHERN RAIL-
ROAD COMPANY.

} Under crossing.

Complaint filed July 29, 1899.

Mr. Lockwood, the complainant, wrote the board stating that the Iowa, Minnesota & Northern Railroad company were just commencing to grade across his land for railroad; that he had asked them to put in a cattle run; that the grade will be 5½ feet under the ties, and by scraping out 2 feet it will give 6 feet in the

clear; that the company would not agree to do it; that the greater part of the pasture would be on the opposite side of the railroad from water and buildings. Mr. Lockwood asked what his rights were in the matter. Replying to Mr. Lockwood on July 29th the commission said:

"Answering your favor of the 27th inst., asking whether the board can compel a railroad company to put in an under-grade crossing, beg to say, that section 2022 of the code of 1897 provides for private crossings as follows: 'When any person owns land on both sides of any railway the corporation owning the same shall, when requested so to do, make and keep in good repair one cattle-guard and one causeway, or other adequate means of crossing the same, at such reasonable place as may be designated by the owner. (C. '73, § 1268; R., § 1329.)'

"In a case decided by this commission some years since, they ordered the railway company to put in an under-crossing for stock. The company declined to obey the order of the board, and suit was brought to enforce the same. In passing upon the case the supreme court of Iowa said (State v. B., C. R. & N. R'y Co., 68 N. W. R., page 819):

"One grade crossing for each land owner whose land is divided by the right of way, with gates and grade, is the rule in this state, and it is only when a grade crossing is inadequate that other or additional means may be ordered. Therefore, *held*, that where the only objection to such a crossing was the inconvenience of opening and closing the gates, it was error for the commissioners to order the railroad to construct an under-grade crossing."

In passing upon another case the supreme court says (State v. C., M. & St. P. R'y Co., 86 Iowa, page 304):

"While there may be cases where an overhead crossing can properly be required, yet in view of the fact that grade crossings are the rule it would require a strong case to warrant the court in holding an overhead crossing to be reasonable and just."

"It would be best for you, if possible, to make some arrangements with the railway company before construction proceeds too far. The crossing might be made a condition of your deed for right of way. Under the law, as you will observe, the railway company must provide an adequate crossing, but unless extraordinary conditions were present, under the decision of the supreme court, this board would hardly be justified in ordering an under-grade farm crossing.

"The board will be pleased to render you any aid within its power, and if you fail to reach a satisfactory adjustment of this matter with the railway company, you may address the board again, should you desire the assistance of the commissioners."

On August 7th Mr. Lockwood again wrote the board, stating that the engineer of the railroad company had informed him they could make but one crossing with gates and without cattle guards. The board, in answering Mr. Lockwood's letter, said that under the statutes of this state perhaps he was entitled to but one crossing; whether that should be a grade or an under crossing would largely depend upon the conditions existing at the point where the crossing was desired; that is, whether it was a suitable place, etc., etc. That in the first instance the land owner had the right to designate where the crossing should be constructed, but in doing that he must indicate a reasonable place. "If you want an under crossing as well as a grade crossing, that should have been designated in the paper that was executed to the railway company giving them the right to cross your land. The statute gives the railroad commissioners authority to act where

there is a controversy between the land owner and the railway company with reference to private or what are known as farm crossings. The statute is silent with reference to whether the crossing shall be a grade, or under or over crossing, but if the point designated is a reasonable one, it is the opinion of the board that the company might be compelled to construct such under crossing."

Des Moines, Iowa, November 8, 1899.

No. 2069—1899.

E. FAIRCHILD, CHESTER,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} Overcharge (interstate).

Filed August 10, 1899.

Mr. E. Fairchild wrote the board, complaining of an alleged overcharge on a carload of horses to New York. The commission advised Mr. Fairchild that the case which he presented was interstate in its character, a class of business over which this board could exercise no jurisdiction, but that if he would send his expense bill the board would take up the case and endeavor to secure for him a settlement for his claim.

Upon receipt of his further letter of September 4th, the matter was brought to the attention of Mr. A. C. Bird, general traffic manager, as per the following letter: "There is enclosed herewith correspondence which is self-explanatory, being the claim of Mr. E. Fairchild, of Chester, Iowa, for overcharge on car of horses to Walton, N. Y. You will note that Mr. Fairchild states that he was quoted a rate of \$69 from point of shipment to Chicago, but that when he paid the freight your company had charged \$96. Later, he had a friend get a quotation, and the copy of letter from Mr. J. Oleson, of Le Roy, enclosed would indicate \$69 per car. As this seems to the board to have been merely an error of some one in checking up, it was thought you would promptly adjust the matter upon your attention being called to it. Will you kindly advise the board of your action at an early day?"

Mr. A. C. Bird replied on September 15th as follows:

SEPTEMBER 15, 1899.

Iowa Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Replying to your letter of September 9th enclosing copies of correspondence with Mr. E. Fairchild, of Chester, Iowa, who claims an overcharge on a carload of horses from Chester to Walton, N. Y.

The subject has had our attention by reason of a claim filed with us by the New York, Ontario & Western—No. 587,894—and the papers were returned to Mr. J. C. Anderson, general freight agent of the above named road, on May 23, 1899. The horses were shipped in Keystone palace horse car No. 345, which was a forty-eight-foot car, and which, according to the interstate tariff, duly published, takes 140 per cent of the standard rate. The standard rate is \$69; 140 per cent is \$96. We have nothing to do with the premium of \$15, or any other amount, charged by the owners of the car for its use. Our interstate tariffs on live stock are well understood. We do not use private or stable cars except at the request of the shipper, and when we ask for such a car we have to take what they give us, long or short. We do not care to use these cars—they are a detriment to the service—because we have good, substantial cars of our own, and can use them without paying mileage to a foreign company, but we accept the onerous conditions attached to this business in order to accommodate people

along our line. There is no reason why our company should be required to accept less than the lawful tariff rate on this shipment. Yours truly,

A. C. BIRD,
General Traffic Manager.

On September 18th the board sent Mr. Fairchild a copy of Mr. Bird's letter, and his attention was called to the fact that the board had failed to bring about any satisfactory adjustment of the case, and the same would be regarded closed so far as the board was concerned.

Des Moines, Iowa, November 3, 1899.

No. 2070—1899.

J. H. ADAMS, HAVELOCK,

v.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY.

} Site for elevator—jurisdiction or
board.

Complaint filed August 12, 1899.

On date August 12, 1899, there was filed with the board the following communication, signed by Mr. J. H. Adams:

"Will you be kind enough to meet me at Havelock, Iowa, at your earliest convenience? I have petitioned the Chicago & North-Western railway at this point for an elevator site. The business men of the town have all signed it. I presented the petition according to instructions from the superintendent, and have met with a flat refusal from the railroad company, on the ground that it would damage the present owners.

"Mr. Hodge was to meet me last Tuesday, the 8th inst., and I have waited till this date and had only a minute's talk with him; he would give no answer about site, whatever. I have in my possession evidence that, I think, will meet your approval in granting me a site.

"There is grain going to other towns that should and would come to this place, but on account of the prices paid are taking said grain to other towns.

"The business men say over their signatures that their business is damaged on account of farmers hauling their grain to other places.

"I brought this matter before the railroad company on the 21st inst., and it is about time I was getting some sort of definite answer that is reasonable. If you kindly favor me with your presence here, and you can show that I am not entitled to site, I will not only thank you, but say you have done your duty to all concerned. I am satisfied that when you see and hear the true condition of affairs you will grant site as asked."

At the time the complaint was filed the commissioners were in attendance upon the national convention of railroad commissioners, but upon their return the matter was at once taken up with the railway company and the complainant advised of the action taken, and that if no satisfactory result was reached by correspondence within a reasonable time then the board could fix a date for hearing and meet all parties at Havelock. In writing Mr. Adams the board said:

"It may be well, however, to call your attention to the status of the matter of granting sites for elevator or warehouse purposes in this state. This board has, in other cases, attempted to compel railway companies to grant sites for elevator

purposes, but the courts have decided in favor of the railway companies when such cases were brought to trial for the enforcement of the commissioners' decisions. In what is known as the Nebraska case, being an attempt on the part of the state board of transportation of Nebraska to compel a railroad company to grant elevator site to certain parties, the supreme court of the United States substantially held that the state could not dictate to the railway company, with whom it must do business on its own property, that is, to whom it should lease its property for warehouse or elevator purposes. This board, however, still holds that if a railway company does not furnish sufficient grounds upon its side-track for elevator purposes to reasonably accommodate the requirements of the public doing business at that station, it could be compelled to furnish such reasonable facilities. But the commissioners do not believe, under the decision of the supreme court, they would have a right to name any person or class of persons to whom such additional privileges should be granted. In other words, the state, or the commission created by it, would have the right to see to it that the public should have reasonable and ample facilities for doing business at the various railroad stations in the state, but would not have the right to name the parties to whom should be granted the sites necessary for the accommodation of the public, the railway company having the right to designate its own tenants."

On September 5, 1899, the complainant advised the board that he wished to withdraw his application for elevator site at Havelock.

The railway company was duly advised of this fact and the case is closed.

Des Moines, Iowa, November 7, 1899.

No. 2071—1899.

HENRY REEVES, DECORAH,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} *Excessive charge. (Interstate.)*

Complaint filed August 12, 1899.

This was a complaint concerning rate on live hogs destined to New England points.

The matter was taken up with the railway company, although interstate in its character, and the commissioners were informed by Mr. A. C. Bird, general traffic manager Chicago, Milwaukee & St. Paul Railway company, that Mr. Reeves had made same complaint to the interstate commerce commissioners.

Mr. Reeves wrote the board September 1st, saying that he thanked the commissioners for their offer to take the case up with the railway company, adding: "Please let the matter rest until you hear from me later, as I am going to Chicago and will try to adjust the matter, as it looks favorable just now."

Mr. Reeves has not written the board again, and it is assumed that he made satisfactory adjustment of his claim.

Des Moines, Iowa, November 8, 1899.

No. 2072—1899.

C. D. BEEMAN, WAUKON,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.*Excess rate on hard coal (interstate).*

Complaint filed August 16, 1899.

The board received a communication from Mr. C. D. Beeman stating in substance that the Chicago, Milwaukee & St. Paul Railway company charged for soft coal from Milwaukee or Chicago to Waukon \$1.70 per ton, and for hard coal \$2 for any size; that pea size is now worth in Milwaukee \$8 per ton net, stove and egg size \$5.25; that the people had no complaint to make about the charges for anything but pea size hard coal, and for that they thought they should not have to pay two-thirds as much as the coal was worth in Milwaukee for bringing it 200 miles.

The commissioners informed Mr. Beeman that, while they appreciated his difficulty, yet they had no authority to make any regulations governing interstate shipments, but that the matter would be brought to the attention of the railway company.

The complaint was sent Mr. Bird, general traffic manager, for such attention as he would be pleased to give it.

Mr. Bird replied at some length, saying among other things:

"The charges made by our company are reasonable. We do not and cannot undertake to make differing tariff rates on the same article because of a difference in value. For example: We charge as much for the coarsest grade of brown sugar as we do for the highest grade of cut loaf sugar. The fact that the tariff rate on a given article for 200 miles amounts to two-thirds of the cost is not an argument. No matter what rates we make on hard coal, the rate for a long haul might reasonably be more than the entire value of the property at the shipping point. Even in the state of Iowa, where rates are excessively low (by comparison), there is no distinction between the various grades of hard coal. The relative value of hard pea coal at Milwaukee and Waukon seems to me to have nothing to do with it. There should be a difference in current values between Milwaukee and Waukon of an amount equal to a reasonable rate of transportation and a reasonable profit or commission to the dealer for handling the business."

Mr. Beeman was advised by the board that the commissioners could carry his case no further, and sent him copy of Mr. Bird's letter.

Des Moines, Iowa, November 8, 1899.

No. 2073—1899.

J. W. PLUMMER & SONS, NEW HART-
FORD,

v.

ILLINOIS CENTRAL RAILROAD COMPANY.

Overcharge. (Interstate.)

Complaint filed August 17, 1899.

The complainants in this case wrote the board, claiming an overcharge on shipment of apples to Chicago.

While the board recognized the shipment complained of as interstate, yet, as is usual in such cases, the attention of the company was called to the matter and the complainants were advised that while the board had no jurisdiction in such cases, yet they would do what they could to have the matter adjusted. On September 9th Mr. T. J. Hudson, traffic manager Illinois Central Railway company, wrote the board as follows:

"Would say that upon taking this matter up I find that there was an over-charge in weight, and it would be proper for Plummer & Sons to present their claim to our agent at New Hartford. Up to the present time they have not done so.

"As you will understand, of course, we are always ready to rectify any mistakes which are made by our employes, and had the complainants in this case come to us their complaint would have had the necessary attention and not made it necessary to have burdened your office with the matter."

Copy of this letter was sent the complainants, their papers were returned to them, and they were advised to act upon the suggestion made by Mr. Hudson.

Des Moines, Iowa, November 8, 1899.

No. 2074—1899.

HILL & HALL, WESLEY,

v.

CEDAR RAPIDS, GARNER & NORTHWEST-
ERN RAILWAY COMPANY.

} *Opening street across railroad at
Titonka.*

Complaint filed August 23, 1899.

Under date of August 22, 1899, Messrs. Hill & Hall, of Wesley, wrote the board substantially as follows:

We wish a crossing over the Cedar Rapids, Garner & Northwestern railway at Titonka, Iowa. The main part of the town was laid out on the north side of the track, and for reasons, we suppose, calculated to further the interest of the company that built the railroad and that also owns the town site, the depot was placed right at center of foot of Main street, and lumber sheds, coal sheds, elevators and stock yards at foot of other streets. Well, last spring we bought a piece of land, and had it platted, and sold lots, and several houses have been built and occupied, and a crossing is wanted. A road has been laid out by the county from the section line south of our new addition north to the railroad line, and we asked the railroad company for a crossing and they have refused us. All the business men and all the residents except a very few—three or four—have signed a petition asking for the road and crossing. Still the company refuse. Now, would this matter come under your jurisdiction or powers to settle for us and get the crossing that we and all the people want? The only true and real reason the railroad company can have for refusing is that it will hurt the sale of their lots.

On August 30, 1899, the commission wrote Messrs. Hill & Hall that from their letter it could not be determined whether a street or highway had ever been established or condemned over and across the railway company's right of way, and until that was done, according to the decisions of the courts, the company could not be compelled to open a crossing.

They were asked to inform the board whether such street or highway had been legally established over and across the company's right of way at the point where the crossing was desired, and, if so, to send copy of proceedings had with reference thereto, and were advised that, if the matter proved to be in such

shape that the commission could take action therein, the case would be immediately taken up with the railway company, and, if some adjustment was not reached, hearing would be had, and the board would render its decision in writing.

On September 2d, Messrs. Hill & Hall wrote the board stating that the highway had not been laid out over the railroad, but just up to the railroad.

The commission thereupon informed the gentlemen that it was the opinion of the board that, under the law, it would have no authority to order a railway company to open their right of way and construct a crossing over their track until a street or highway had been legally established over and across the railway company's right of way by the authorities having jurisdiction conferred by statute in such matters, namely, the board of supervisors, city and town councils, etc.; that if, after the street had been legally established over the railway company's right of way, the company declined to put in the crossing, the board would, upon request, take up the case, if necessary, hold a hearing and make an order therein.

Des Moines, Iowa, November 7, 1899.

No. 2075—1899.

T. B. JONES, BEACONSFIELD,

v.

CHICAGO, BURLINGTON & QUINCY RAIL-
ROAD COMPANY—H. & S. RY. CO.

} *Overcharge—two minimums.*

Complaint filed August 24, 1899.

Mr. Jones, complainant in this case, said that he had paid two minimum charges of 25 cents on a shipment only passing over the Chicago, Burlington & Quincy and the Humeston & Shenandoah railways, and claimed that inasmuch as the Chicago, Burlington & Quincy own the Humeston & Shenandoah but one minimum should be charged.

The matter of proper rates to be charged by the Humeston & Shenandoah railroad was before the board in another case (W. Q. Smith v. same companies, in this report), and on October 2d the board wrote Mr. Jones as follows:

"Since the receipt of your letter of the 21st, enclosing expense bill showing the charging of two minimums on freight passing over the Humeston & Shenandoah and Chicago, Burlington & Quincy railroads, the board has been in correspondence with the railroad companies with reference to placing the Humeston & Shenandoah on the same footing as the Chicago, Burlington & Quincy, with the result as shown by copy of letter of Supt. C. M. Levey, enclosed herewith.

"Of course, this action in itself does not restore to you the extra minimum paid on the shipment concerning which you wrote, but it is thought by your taking the matter up with Mr. Levey direct, you may have an adjustment made of the claim. For this purpose your expense bill is returned herewith.

"Trust you may secure prompt and satisfactory settlement."

Des Moines, Iowa, November 8, 1899.

No. 2076—1899.

WILLIAM H. PLUMER, LOGAN,

V.

FT. DODGE & OMAHA RAILROAD CO.

} *Location of station.*

Filed August 26, 1899.

The board received, on August 26th, a letter from William H. Plumer stating that, "We farmers around this point are in need of a freight switch or spur at New York siding, half way between Woodbine and Logan, and at the overhead crossing of the Illinois Central or Ft. Dodge & Omaha and the Chicago & North-Western." Mr. Plumer stated that they had several times asked the Chicago & North-Western people for a freight switch, and that they sent the traveling freight agent from the east to view the situation last year, but that no action was taken; that now, about one-half a mile from the crossing, the Omaha & Ft. Dodge are putting in a switch, and that he desired to call the attention of the board to the matter before the completion of the new road.

The case was at once taken up with Mr. J. T. Harahan, second vice-president of the Illinois Central, who, under date of September 6th, said: "The construction of the road in question is not advanced far enough to make the location of stations necessary at this time. Mr. Plumer's suggestions will be borne in mind and given attention when we take up this matter."

This answer was communicated to the complainant, who, on the 14th of September, wrote the board saying: "This morning Mr. Munger, traveling freight agent for the Illinois Central, came to me with the copy of the letter which I sent you people, and I explained the matter fully to him. He has decided to put in a stock pen, loading chute, scales and a business track at the most practical place the grade will allow, which will be about three-fourths of a mile above the crossing of the Chicago & North-Western railroad. So this matter has been satisfactorily adjusted and will give us the accommodation sought for." The case is therefore closed.

Des Moines, Iowa, November 3, 1899.

No. 2077—1899.

E. F. SMITH, WELLMAN,

V.

BURLINGTON, CEDAR RAPIDS & NORTH-
ERN RAILWAY COMPANY.

} *Sending cars off own line.*

Complaint filed August 31, 1899.

On date named the board received the following inquiry from M. E. Smith: "That the Burlington, Cedar Rapids & Northern Railway company have plenty of cars on track and refuse having him load any cars for Chicago via Chicago & North-Western Railway company, notwithstanding his order has been on file day after day. What he desires to know is, can they as common carriers refuse him loading Burlington, Cedar Rapids & Northern cars if they do not produce the Chicago & North-Western cars in a reasonable time?"

The board replied to the above letter, stating in substance that the courts had held that a railway company could not be compelled to send its cars off its lines, although, of course, if it advertises to carry freight to certain points and owns the road on which such shipment is made, it would seem that it is their duty to provide facilities for carrying such freight. Mr. Smith was also informed that the board would be glad to take the matter up with the railway company and endeavor to bring about some arrangement whereby he might make his shipments properly and promptly.

Later the board submitted the case to Mr. Brady, general agent Burlington, Cedar Rapids & Northern Railway company, and on September 11th complainant wrote the board saying: "My friction with the Burlington, Cedar Rapids & Northern Railway company has been adjusted. Thank you for your trouble."

Des Moines, Iowa, November 8, 1899.

No. 2078—1899.

JOHNSON BROS., RIPPEY,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

Scarcity of cars.

Complaint filed September 4, 1899.

The complainants in this case said they were unable to get cars to ship their corn in, and that they would lose money by not meeting their contracts; that they did not like to complain, but were suffering for want of cars.

The complaint was brought to the attention of Mr. C. J. Phillips, division freight agent of the company, who wrote the board on September 12th as follows:

"I wish to acknowledge receipt of your favor of September 4th, enclosing copy of letter written by Johnson Bros., of Rippey, Iowa, complaining of our company for not furnishing them with grain cars as they needed them, and in reply would state that the unprecedented demand for grain cars with which to move the stored grain, which, by the way, includes four years' crops, is such that we absolutely cannot supply the demand. I would state, however, that we have furnished to Rippey station their full share of grain cars, and Johnson Bros., in turn, have got their full share of the cars furnished that station."

Copy of the foregoing was sent complainants, and they were advised of the car famine prevailing throughout the west.

Des Moines, Iowa, November 6, 1899.

No. 2079—1899.

O. GRAVATT, TRAER,

v.

IOWA, MINNESOTA & NORTH-WESTERN
RAILWAY COMPANY (CHICAGO &
NORTH-WESTERN RAILWAY COM-
PANY).

Farm crossing—undergrade.

Complaint filed September 6, 1899.

This was a case arising from the building of the line from Belle Plaine, Iowa, to Blue Earth, Minn. Mr. Gravatt desired that an under crossing be provided

for him, stating that the ground was suitable; that the water for stock was on one side of the railway with a few acres of pasture, while all the rest of his pasture and other farm land was on the opposite side of the track.

The commissioners made an effort to have the matter adjusted between the parties, calling personally on President Marvin Hughitt of the Chicago & North-Western Railway company with reference thereto.

On November 16, 1899, Mr. Gravatt advised the board that, "I am pleased to say we have arrived at a settlement. I get a chute and a grade crossing."

Des Moines, Iowa, November 20, 1899.

□ No. 2080—1899.

A. L. PATTERSON, OWEGO,

V.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

Scarcity of cars.

Complaint filed September 13, 1899.

Mr. Patterson claims that he had had orders for cars for shipment of wheat with the railway company more than a week and was unable to get any. He was advised by the board that there was a scarcity of cars everywhere, but an effort would be made to have the situation at his station relieved. Mr. W. G. Collins, general manager Chicago, Milwaukee & St. Paul Railway company, on September 21st said that they were doing the best they could to distribute cars equitably, and that there had been no discrimination as between the various shippers. Copy of Mr. Collins' letter was sent Mr. Patterson, and, as nothing has been heard since, it is assumed that his wants were reasonably satisfied.

Des Moines, Iowa, November 6, 1899.

No. 2081—1899.

J. C. PICKERING, CEDAR RAPIDS,

V.

Inquiry concerning demurrage charge.

Complaint filed September 14, 1899.

The following correspondence explains itself and needs no comment:

SEPTEMBER 13, 1899.

GENTLEMEN—Please advise me if any railway company has a right to charge anyone for demurrage for goods standing on the car after twenty-four hours, and, if so, how much a car? I understand they charge \$1 a day for the use of the car, but can they charge one firm for the goods standing on the car and let another firm have their goods stand on the car for three weeks and not charge them? And has the railway company any right to unload the goods without first notifying you?

For instance, the goods were consigned to some party at Sheldon, say, for instance, W. A. Miller, and they got there too late and Mr. Miller refused to accept them; have the railway company a right to unload them without first giving the home office a due notice of the goods being on hand and refused?

I wrote the railway company stating that I would give them orders to ship the goods away in a few days, but I understand the goods have been unloaded and put on the ground. Now, would the railway company be responsible if the goods were stolen?

Any information that you can give me on these points will be thankfully received. The same road had let other goods stand on a car for three weeks without charging them any demurrage, and I understand that they have charged us with \$16 demurrage and have unloaded the goods. There is certainly one thing, if they have a right to charge demurrage, they have no right to unload our goods without our consent; at least, they should notify us; that is the way I look at it.

Please let me hear from you by return mail.

Yours very truly,

J. C. PICKERING.

Mr. J. C. Pickering:

DEAR SIR—Answer to your favor of the 18th inst., concerning demurrage charges, etc., has been delayed, owing to the important business before the board, which required their immediate attention.

This board has held in cases submitted to it that a demurrage charge of \$3 per day for the use of the car, after twenty-four hours on side track in suitable place for loading or unloading, would not be an unreasonable charge; but, of course, in making this charge no discrimination must be practiced. The laws of the state are very explicit in forbidding discrimination of any kind whatsoever.

Just at this time the railroad companies are taxed to their utmost capacity to supply the demand for cars for shipment of grain, and it is understood are compelled to enforce prompt loading and unloading of goods in order that shippers desiring to move their grain may be accommodated. It would be manifestly unfair to allow one shipper the use of a car several days when many men were suffering for the want of cars.

We know no law covering the case cited by you, and whether the railroad company would have the right, under all circumstances, in unloading the goods, would have to be determined by the courts. This would be a matter of private right or claim for money damages, and this board, under the law, could not exercise any direct jurisdiction therein.

If you desire to file with this board a complaint against a railway company in these or any other matters, the board will take the same up promptly with the railroad company and endeavor to secure you such redress as may be equitable or possible under all the circumstances.

Very respectfully,

THE BOARD OF RAILROAD COMMISSIONERS.

Des Moines, November 6, 1899.

No. 2082—1899.

In matter of depot facilities furnished by Chicago Great Western Railway company at Sumner, Iowa.

September 16, 1899.

From personal observations a member of the board called the attention of Mr. S. C. Stickney, general manager Chicago Great Western Railway company, to the inadequacy of depot accommodations at Sumner, a junction point.

At this point many passengers wait some length of time for trains, and had but one room. During the winter months the perishable freight, as a rule, was brought into that room for the purpose of protection, and, with that freight in the room, the men and boys smoking and otherwise making it unpleasant, it was not a good place, or a fit place, for women and children to wait for trains.

Mr. Stickney was advised that the board believed it to be the special duty of the railway company to provide a better station; not only an additional room, but a better lighted one.

On September 27th Mr. Raymond Du Puy, general superintendent, advised the board that he would have the matter looked into at once and give reply on the same as soon as possible.

Mr. Du Puy again wrote the board on October 29th, saying that they had investigated the matter, and that it seemed very desirous to enlarge the station

considerably in many ways, but that it was so late in the season that the company felt that the work should be deferred until the following summer.

On November 14th the board informed Mr. Du Puy that it felt the condition should be remedied at once; that the board did not wish to be captious in the matter, but suggested that until the station was enlarged that smoking should be prohibited in the waiting room in the presence of women; that the room is small, and on numerous occasions many people congregate between the arrival and departure of trains and sometimes it is in a very unwholesome condition; that no reflection was intended on the agent at that point, as he has always been found obliging and accommodating.

Mr. Du Puy, on January 20, 1899, thanked the board for calling his attention to the matter, and said that he had issued orders in accordance with the suggestion of the board.

Des Moines, Iowa, November 9, 1899.

No. 2083—1899.

H. F. GASTON, TRAER,

V.

IOWA, MINNESOTA & NORTH-WESTERN
RAILWAY COMPANY (CHICAGO &
NORTH-WESTERN RAILWAY COM-
PANY).

Undergrade farm crossing.

Complaint filed September 19, 1899.

This complaint grew out of the construction of the new line from Belle Plaine northward to Blue Earth, Minn., running through Tama county, in which county Mr. Gaston has a farm of 520 acres which was cut into two parts by the said line of railway, 300 acres being on the east side, entirely cut off from living water, and, as the farm was principally used as a stock farm, it would greatly impair its value as such unless stock might have easy, permanent and constant passage from one side to the other. It was represented by the complainants that there was good opportunity for putting in suitable underground crossing at a nominal expense, and that he was willing to bear some of the burden of constructing such crossing.

The matter was taken up by the board with the officials of the railway company in person, and, as a result of such conference, Mr. J. M. Whitman, general manager, notified the board that they had adjusted the case to the satisfaction of all concerned and that the under cattle pass would be constructed. On November 27, 1899, Messrs. Yoran, Arnold & Yoran, of Manchester, attorneys for complainant, advised the commission that Mr. Gaston had advised them that matters had been amicably adjusted, etc., and that the case would require no further attention from the board.

Des Moines, Iowa, November 28, 1899.

No. 2084—1899.

M. L. SMITH, ELWELL,

v.

CHICAGO, MILWAUKEE & ST. PAUL
RAILWAY COMPANY.

} *Site for elevator.*

Complaint filed September 20, 1899.

On date named Mr. M. L. Smith, of Elwell, filed with the board complaint as follows:

"Please note the attached copies of correspondence relative to my application to the Chicago, Milwaukee & St. Paul Railway company for parts of business lots on their depot grounds. September 5th, as you will see by copy attached, I made regular application through the railway company's agent, Mr. G. W. Frankenburg, for lot No. 23 and the east half of lot 22, for horse-power elevator. The only point in question is as to whether these lots were previously leased to the St. Paul & Kansas City Grain company before my application. The ground was formerly leased by them, spring of 1898, but nearly a year ago their elevator (an old one, bought cheap and fixed up) burned down, when they leased new ground west of the depot, and now occupy the same since November last and have nothing to do with the old site. As agent for the Chicago, Milwaukee & St. Paul Railway company for the last fourteen years, and up to August of this year, 1899, I know that the old lease, which run out October, 1898, was not renewed through this station, and I am convinced, and it seems to me anyone must become convinced, reading over the copies of correspondence pertaining to the whole deal herewith attached, that there was no lease out. The St. Paul & Kansas City Grain company desire to keep out all competition, and will use all means possible to keep me out. I ask for a just hearing in the matter. The lots I have asked for are not occupied, and if the St. Paul & Kansas City Grain company hold a lease for them it is merely to keep others out, it being the most desirable location at the station and theirs the next; they could practically have the station blocked against anyone coming in. If the ground is not leased why should I not have the same?"

"I desire an investigation; perhaps the matter might be settled without much trouble on your part by a little correspondence."

Mr. Smith enclosed the papers referred to in his letter, and the case was laid before Mr. J. F. Gibson, superintendent of the railway company at Marion, Iowa.

In answer to the complaint made by Mr. Smith, the board said, among other things, that, "In one case this board ordered a railway company to grant a certain elevator site, the company refused and the matter was taken into the court, with the result that the state supreme court held that the company could not, under the circumstances, be compelled to lease a site for an elevator. Later, in what is known as the Nebraska case, the United States supreme court held that state boards would have no right to compel a railway company to furnish sites for elevators or warehouses to any certain parties. This board believes, however, that where it can be shown that sufficient facilities are not furnished at any station for the purpose of handling produce for the public, that the public interests would warrant the commissioners in ordering the railway company to grant other and additional sites along its side tracks for the accommodation of the public desiring to ship grain, etc., at such station. But the commissioners do not

believe, under the decisions quoted, they would have the right to designate any particular person or persons to whom this right should be granted—that would have to be a matter between the railway company and the applicant for sites.”

After some correspondence was had with Mr. Gibson, he advised the commissioners on September 29th that, “I have this day sent an application to Mr. Smith for a ground lease at Elwell. I think this thing will be satisfactorily settled now.”

Mr. Smith wrote the board again on the 10th of October, stating that he had made the application but had not received the lease, and was anxious to begin work on the elevator.

Mr. Gibson's attention was again called to the case on October 15th. He said that he had asked to have the lease hurried to Mr. Smith for elevator site.

Later, Mr. Smith advised the board he had received the lease, and thanked the board for its action.

Des Moines, Iowa, November 3, 1899.

No. 2085—1899.

JAMES CONGER, DES MOINES,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

} *Train service.*

Complaint filed September 22, 1899.

Mr. J. Conger wrote from Preston, Iowa, whose home address is Des Moines, saying, on September 20th, that he has “held a ticket from Preston to Sabula since 10 o'clock A. M. to-day; it is now 9 P. M. There are a number of trains passing here during the day, but none have stopped. Is there any remedy for this?”

The commissioners, after consulting time tables, wrote Mr. Conger that two passenger trains daily go to Sabula that stop at Preston, one at 1:06 A. M. and one at 8:40 A. M.; and that two freight trains carry passengers to Preston, at 1 P. M. and 4:40 P. M.

He was advised further that his complaint was not specific enough, and was asked further if he had made any attempt to take those trains or had told the agent that he wanted to take one of those trains.

Nothing further being heard from Mr. Conger, the case is closed.

Des Moines, Iowa, November 8, 1899.

No. 2086—1899.

WALTER E. HAYNES, ATTORNEY, WIL-
LIAM WESTON, ANITA,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-
WAY COMPANY.

} *Scarcity of cars.*

Complaint filed September 25, 1899.

The communication to the board concerning the rights of shippers to load cars on track from wagons.

The board took the case up with Mr. C. J. Phillips, division freight agent of the railway company, in the following letter, dated September 25, 1899:

"This office is in receipt of a complaint from Mr. William Weston, of Anita, by his attorney, W. E. Haynes, dated September 19th, as follows:

"Mr. William Weston, a shipper of grain and potatoes, complains that the Rock Island road, and more particularly its agent at this point, is discriminating against him. The agent here is a supply man while the regular man is taking a vacation. Our client has ordered cars every morning (Sunday excepted) for the past three weeks. He has not been given a single car, while the elevators here have been furnished twenty-one cars between them. Moreover, the agent told him that he had no business to buy grain, and would not get a car while he was here. This matter, it seems to me, is an unjust discrimination, and that we are as much entitled to have our orders filled as the elevators, or, at least, a proportionate share of them. Please take the matter up, and it may save the necessity of going into court."

"It would seem, if the statements made above are correct, that Mr. Weston has been hardly fairly treated. The commissioners have always held that track buyers should be furnished their proportionate share of cars during a shortage of equipment to supply the demand; the railway company having the right, of course, to insist on prompt loading of cars.

"Kindly advise the commissioners of the result of your investigations."

On the same day the board wrote Mr. Haynes, stating that the complaint had been taken up with the railway company and it was hoped that the trouble would be at once remedied. Mr. Haynes was also advised that the commissioners had uniformly held "that track buyers, during such scarcity of cars as now seems to prevail, should be furnished their equitable portion of cars, but that railway companies might insist on prompt loading—that is, no more time should be consumed in loading cars on the track than was required for loading from elevators. This latter reservation seemed to be necessary from the fact that many instances were known where parties had held cars for several days to load, while shippers all along the line were suffering from the want of cars in which to ship their produce."

On September 26th Mr. Phillips made the following answer to the complainants:

"The management of our company does not endorse the action of the agent in refusing absolutely to furnish Mr. Weston with cars. He would be entitled to his share of the equipment that we were able to furnish that station, based on his ability to load grain as compared to parties owning elevators. In other words, if the elevators are in a position to load ten cars a day and he only one, he would be entitled to one-tenth of the empties that we were able to furnish, and our agent at that point has been so instructed."

Both Mr. Haynes and Mr. Weston were advised of the matter, and, nothing further having been heard from them, the case is closed.

Des Moines, Iowa, November 6, 1899.

No. 2087—1899.

W. S. BROWN, MANSON,

V.

ILLINOIS CENTRAL RAILROAD COM-
PANY.

} Demurrage charge.

Complaint filed September 28, 1899.

The correspondence which follows is self-explanatory:

MANSON, Iowa, September, 1899.

Honorable Railroad Commissioners:

GENTLEMEN—The Boone Valley Coal company, at Fraser, Iowa, telephoned me that the following two cars of coal, Nos. 2404 and 3304, had left their place September 25th and arrived in Ft. Dodge, Iowa, the same day, billed to me. On the morning of the 26th they did not come, and the agent here said he knew nothing about them and could not find out. On the 27th they still did not come.

I telephoned the coal company, and they said they must have been at Ft. Dodge since the 25th. Now, this is the point I wish made clear to me: Can a common carrier leave goods stand at a point until such time as they choose to haul it out? I am out of coal and dare not get any large amount on hand at any one time, because they compel us to rush the unloading of the cars, threatening us with demurrage charges.

I claim damages, according to law, against the company, for they have kept me out of coal forty-eight hours. I have paid the Illinois Central Railroad company over \$700 freight so far during the month of September, and still they rush me all the time to unload cars. Can they collect demurrage from a person that is getting ten to fifteen cars a month? Can they leave my goods at some point until it pleases them to haul it and then rush me to unload?

If it were not for this eternal rushing of one to get the coal unloaded, I could get enough ahead so I would not get out every few days.

The above is not a new thing, but happens nearly every week, and I want to know my rights, if I have any, in the matter.

Kindly let me know whether this is a one-sided game or not.

Very respectfully yours,

W. S. BROWN.

DES MOINES, September 28, 1899.

W. S. Brown, Manson, Iowa.

DEAR SIR—Your letter of the 27th received this morning. In all cases, I may say for your information, railway companies are expected to use all reasonable means to move freight promptly, and any damages caused by delay in shipping for which the railway company is legally responsible might be made the subject of a suit in court for recovery of the same. You understand, of course, that this commission under the law would have no right to render a money judgment in a matter of a private claim.

Concerning the charging of demurrage, it has always been customary, during times of unusual demand for cars, to compel shippers to unload cars promptly, and to do this it has been necessary for the companies to make a charge, usually termed demurrage, for the detention of the car beyond a reasonable time for unloading. The reasonableness of this order has never been questioned, either by shipper or carrier, during times of scarcity of cars, and there may be no occasion for enforcement at other times.

If you desire it, the board will take up the matter with the Illinois Central railway.

Very respectfully,

D. N. LEWIS,
Secretary.

No. 2088—1899.

GEORGE C. WHITE, NEVADA,

v.

CHICAGO & NORTH-WESTERN RAILWAY
COMPANY.

*Scarcity of cars. Right of shipper to
load cars from wagons.*

Complaint filed October 5, 1899.

The complainant in this case said that the agent for the railway company had refused to furnish him a car to load grain in while the regular dealers were enabled to get as many as they wanted. He said, further, that he had ordered a car September 15th, but had not received any, while the two elevators get from two to ten cars a day. A telegram was sent General Manager Whitman, of the railway company, asking whether Mr. White could not be accommodated.

On October 6th Mr. Whitman wrote the board as follows:

"Replying to your telegram of the 4th instant, regarding the complaint of George C. White, of Nevada, regarding his inability to procure car for loading grain:

"I have investigated this complaint and find that Mr. White, some ten days ago, ordered a car for the purpose of loading direct from the wagon. As he would not agree to load this car within a reasonable time, and, further, owing to the fact that the elevators at Nevada are full and we are able to load cars at that point two hours after their arrival there, we recognize that it would only aggravate the situation to furnish a car to Mr. White which might be delayed indefinitely, and thereby cause complaint on the part of somebody else, just at this time when our demands for equipment are so heavy. Mr. White has been advised that if he will give us some assurance that there will be no unreasonable delay in loading this car we will endeavor to supply it."

In sending a copy of this letter to Mr. White the board said:

"This board has uniformly held that parties loading cars from wagons should be supplied with cars during so-called famines proportionately with elevators; that is, if an elevator could ordinarily load thirty cars per day while a track buyer could load three, during a scarcity they should be furnished cars at the ratio of one to ten. However, the track buyer, during such scarcity, should load his car within the shortest time possible and not delay the car, say, more than one day.

"This board will be at all times glad to render you any aid possible in this or any other matter coming within their jurisdiction."

Des Moines, Iowa, November 6, 1899.

No. 2089—1899.

STACY & CO., OSAGE,

v.

ILLINOIS CENTRAL RAILROAD COM-
PANY.

*Inquiry concerning shipper's right
to load from wagons.*

Complaint filed October 14, 1899.

Under date of October 6th Stacy & Co. said that the Illinois Central railroad had refused to furnish cars without any reason except to protect the buyers who

rented elevators and locked them up to avoid competition. They asked whether the railway company had a right under the law to refuse them cars.

Replying, it was said that in the opinion of the board the railway company had no right to refuse them cars because they were what is known as track buyers of grain. All patrons engaged in the same business residing along the line of the same railway are entitled to the same treatment.

Des Moines, Iowa, November 6, 1899.

No. 2090—1899.

AKRON MILLING COMPANY, AKRON,

v.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Scarcity of cars.

Complaint filed October 14, 1899.

On date named the board received the following communication from the complainants:

"We desire to bring to your notice the car situation in this immediate locality. We are unable to secure one-half enough cars to keep our business going, and, if it continues as it has for the past sixty days any length of time, it means ruination of our business. We can get no satisfaction whatever from the railway company's agents more than that they can do nothing for us. It is not possible that there is such a shortage of cars that the company cannot furnish half enough cars to transact the general business over its system. We are not getting one-third the cars at this point we usually do at this season of the year, which leads us to believe there is discrimination in distribution of cars at this point by the Chicago, Milwaukee & St. Paul Railway company. At this season we expect some shortage of cars, but when it becomes so that we cannot transact one-third of our business it is not right, and we believe we are being discriminated against by the railway company in the distribution of cars."

This matter was promptly taken up with the railway company, and they were asked to do everything possible for the complainants.

On October 20th, Mr. W. G. Collins, general manager of the railroad, wrote the board that "There is a larger demand for cars on all divisions than we are able to furnish. We are doing everything possible to fill the orders promptly, and are giving Akron station its fair proportion of cars. We hope to be able to furnish a better supply from this time on, as the congested condition is being somewhat relieved." The board sent a copy of the above answer to the complainants, saying: "It may be well to state that your complaint is only one of many that have been presented to this board on the same subject. The board has taken up the matter with the railway companies, and urged that they use the utmost diligence in supplying the Iowa patrons with cars, and the commissioners have been assured that they were doing everything possible to meet the demand and secure prompt unloading of cars by consignees."

Des Moines, Iowa, November 6, 1899.

No. 2091—1899.

D. B. DOWNEY, ALLISON,

v.

CHICAGO GREAT WESTERN RAILWAY
COMPANY.

Right of shipper to choose market.

Complaint filed October 18, 1899.

Mr. Wm. Bates, of Waterloo, Iowa, wrote to the board that D. B. Downey, of Allison, loaded a car (Chicago, Burlington & Quincy) of mixed oats to be billed to St. Louis. The agent refused to forward the car to St. Louis, saying that grain must be loaded in Wabash cars to go to that point. The case was taken up by telegram with Mr. S. C. Stickney, general manager, asking that he immediately wire the reasons of his company for its alleged conduct in this case. Mr. Stickney answered that there was no ground for complaint; that agent at Allison advised the party who wanted to load Burlington car with oats for St. Louis that he would have to find out about car, and in the meantime car was loaded for Chicago.

The commission ordered an investigation of the matter and wrote Mr. Stickney, on October 23d, as follows:

"The board is informed, and, it believes, credibly, that the car of oats at Allison was loaded in a C., B. & C. car and billed to St. Louis by consignor and that the agent of the railway company refused to ship car to St. Louis, and that this was in pursuance of instructions of the railway company; that upon the refusal, then, car was shipped to Chicago. If this is a substantial statement of the facts in regard to this case it would seem to be needless to discuss the question of the right of the railway company to refuse to receive and ship merchandise under ordinary conditions. It may be conceded that there are exceptions to this rule, but none of them exist in this case. This board has always entertained a high regard for the management of this railway, but it must insist that if any rules or regulations are now in force whereby a shipper of grain or other commodity cannot say where his grain or merchandise should be delivered, such rules and regulations should be withdrawn at once. This matter is not regarded closed by this board until further investigation may be had to ascertain who, if any one, is at fault."

On October 24th the commissioners were advised that the agent at Allison still refused to bill cars as requested by shippers, and Thursday, October 26th, at Allison, was fixed for hearing all parties notified. However, on October 25th, the company forwarded the cars as requested by shippers and cause of complaint was removed.

Des Moines, Iowa, November 10, 1899.

No. 2092—1899.

JOHN W. RILEY, DEFIANCE,

v.

Scarcity of cars.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Complaint filed October 22, 1899.

Mr. Riley said that he was unable to obtain cars for shipment of his potatoes, and that the potatoes would suffer great damage from the first cold weather. The attention of Mr. A. C. Bird, general traffic manager of the Chicago, Milwaukee & St. Paul Railway company, was called to the matter, and he was asked if it was possible that during the scarcity of cars some preference be given perishable freight until at least the balance might be moved and stored.

Mr. Bird on October 28th replied as follows:

"The board is doubtless aware that the object of our official existence is to secure business; that we cannot get it without furnishing cars, and that it is impossible to satisfy everyone under present circumstances.

"I wish to add that since receipt of your letter we have been obliged to issue a blockade notice against shipments of potatoes to Chicago over our line, because we are unable to handle those on hand in our yard. The blockade will be removed at the earliest possible moment, and we will do the best we can to accommodate our patrons."

Des Moines, Iowa, November 6, 1899.

No. 2093—1899.

W. S. DU BOIS, ROCKWELL CITY, AND
M. SLIFE, DEDHAM,

v.

Loading cars to marked capacity.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-
WAY COMPANY.

Complaints filed October 22 and 23, 1899.

The complainants in this case wrote the board that the Chicago, Milwaukee & St. Paul Railway company had issued orders that all freight be loaded to full capacity as a minimum, claiming that it was impossible to load oats to the marked capacity, which resulted in overcharge. The complainants enclosed copy of notice issued by Armour & Co., of Chicago, to shippers, calling attention to this rule of the railroad company.

While the board regarded this matter as one of interstate commerce, yet, as is usual in such cases, the board had the matter placed before the railway company for an explanation, and the complainants were advised that the board had fixed minimum weights to be applied on the shipments from point to point in Iowa, but that these minimum weights could not be enforced on interstate shipments.

On October 27th there was received from Mr. A. C. Bird, general traffic manager of the Chicago, Milwaukee & St. Paul Railway company, the following explanation: "The extraordinary demand for cars is such as to require us to insist upon loading grain to the full capacity of the car in each case. If, in the case of

oats, cars are loaded to their bulk capacity and our minimum weight is in excess of that, we will be glad to take the matter up and adjust it fairly."

The parties complaining were given copies of Mr. Bird's answer, which closed the case upon the records.

Des Moines, Iowa, November 6, 1899.

No. 2094—1899.

JOHN CRESSWELL, BONAPARTE,

v.

CHICAGO, FT. MADISON & DES MOINES
RAILWAY COMPANY.

} *Overcharge—interstate.*

Complaint filed October 23, 1899.

The complainant in this case says that in the spring of 1899 he shipped some stock cattle from Hillsboro to Omaha, Neb.; that he was told by the agent at Hillsboro if he would get the Chicago, Burlington & Quincy agent at Omaha, or the Western Railway Weighing association agent, to make statement that these were stock cattle, and sold as such, he would get a stock cattle rate. This, he says, he did, and filed same with Cartwright (or some such name) at Hillsboro, the last part of June; that the Chicago, Burlington & Quincy agent at Ottumwa told him a few days later that he had O. K.'d the said papers and turned them over to respondent line, and that he had not heard from the case since; that he had asked the agent at Hillsboro for the rebate and papers and that he could get no word from headquarters; that he thought he had waited long enough.

He was advised by the commissioners that the case was one involving interstate commerce, but that an effort would be made to have the matter adjusted, and, in accordance therewith, Mr. E. F. Potter, general manager, was informed of the filing of said complaint.

Subsequent to some correspondence which followed this action, Mr. Potter advised the board that he had finally succeeded in hearing from connecting line, which had returned papers to him, and authority given for the refunding of their proportion of the overcharge; that voucher would be made and check sent Mr. Cresswell immediately. Mr. Cresswell was so informed and the case is closed.

Des Moines, Iowa, November 13, 1899.

COMPILED RETURNS
OF THE
RAILWAY COMPANIES

TABLE 1—CAPITAL STOCK.

RAILROADS.	NO. OF SHARES AUTHORIZED.	PAR VALUE		TOTAL PAR VALUE AUTHORIZED.		TOTAL AMOUNT ISSUED AND OUTSTANDING.		DIVIDENDS DECLARED DURING YEAR.	
		Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.
Ames & College	800								
Atchison, Topeka & Santa Fe	1,080,000	1,514,800	100	\$ 102,000,000	\$ 131,486,000	\$103,000,000	\$131,486,000	2 1/2	\$3,958,485 00
Boone Valley	900			3,000,000		30,000 00		4	110,000 00
Burlington, Cedar Rapids & Northern*	300,000	100		30,000,000		5,500,000 00		4	\$ 250,000 00 7 1/2
Burlington, Cedar Rapids & Northwestern	3,500	100		350,000		285,000 00			
Cedar Rapids, Garner & Northwestern	987,254	100		98,725,400		98,725,400 00		6	5,268,870 50
Chicago, Burlington & Quincy	80,000	100		8,000,000		8,000,000 00			
Chicago, Burlington & Kansas City	81,324	100		8,132,484		8,132,484 00			267,143 00
Kansas City, St. Jo. & Council Bluffs	80,000	100		8,000,000		8,000,000 00		3	108,676 00
St. Louis, Keokuk & North-western				853,000		853,000 00			
Chicago, Ft. Madison & Des Moines	2,260	100		226,000		226,000 00			
Chicago, Iowa & Dakota	300,000	400,000	100	30,000,000	40,000,000	21,288,045 00	31,510,342 99	4	496,002 00
Chicago Great Western				50,000,000		49,988,800 00	53,695,400 00	5	2,318,980 50
Chicago, Milwaukee & St. Paul	500,000	100		50,000,000		49,988,800 00	53,695,400 00	7	2,378,980 50
Chicago, Rock Island & Pacific	300,000	200,000	100	30,000,000	20,000,000	21,403,283 23	22,898,953 56	4	1,998,710 00
Chicago & North-western	60,000	100		6,000,000		6,000,000 00	6,000,000 00	5	1,955,620 00
Chicago, St. Paul, Minneapolis & Omaha	80,000	100		8,000,000		8,000,000 00	8,000,000 00	7	1,587,650 00
St. Louis, Keokuk & North-western	80,000	100		8,000,000		8,000,000 00	8,000,000 00	7	1,587,650 00
Crooked Creek	5,000			500,000		500,000 00		7	11,830 00
Des Moines, Northern & Western	80,000	100		8,000,000		8,000,000 00			
Dubuque & Sioux City	1,000	100		100,000		100,000 00			
Stacyville railroad	80,000	100		8,000,000		8,000,000 00			
Iowa Central	110,000	100		11,000,000		11,000,000 00			
Albia & Centerville	4,000	74,000	100	400,000	2,400,000	4,000,000 00	5,670,436 35	1 1/2	85,005 00
Iowa Northern	20,000	100		2,000,000		2,000,000 00			
Keokuk & Western	50,000	100		5,000,000		5,000,000 00		3	
Mason City & Ft. Dodge	50,000	100		5,000,000		5,000,000 00		1	
Minneapolis & St. Louis	60,000	100		6,000,000		6,000,000 00			
Muscatine, North & South	450,000	100		45,000,000		45,000,000 00		5	294,583 33
Omaha & St. Louis	25,920	100		2,592,000		2,592,000 00			
Sioux City & St. Northern	14,400	100		1,440,000		1,440,000 00			
Union Pacific	2,400	50		120,000		120,000 00			
Winona & Western	250,000	100		25,000,000		25,000,000 00			
NARROW GAUGE ROADS.									
Burlington & Northwestern	3,000	100		300,000		300,000 00			
Burlington & Western	300	100		30,000 00		30,000 00			
Total	4,924,368	2,030,180		\$ 454,926,893	\$ 281,886,000	\$476,287,643 80	\$507,620,717 19		\$12,596,767 50

* Leased lines. Number of shares authorized, 240,000; issued, 17,850. † Additional common. ‡ Fractional script.

TABLE 1—CAPITAL STOCK.

RAILROADS.	NO. OF SHARES AUTHORIZED.		PAR VALUE		TOTAL PARIALUM AUTHORIZED.		TOTAL AMOUNT ISSUED AND OUTSTANDING.		DIVIDENDS DECLARED DURING YEAR.			
	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Rate.	Amount.
Ames & College	800	1,814,960	100	100	\$102,000.00	\$131,486,000	\$103,000,000	\$131,486,000	2 1/2			\$3,958,435.00
Atchison, Topeka & Santa Fe	1,000,000		100	100	2,000,000		5,000,000		4	\$	250,000.00	110,000.00
Boone Valley	300,000		100	100	30,000,000		250,000		6		5,268,570.50	
Burlington, Cedar Rapids & Northern*	2,000		100	100	200,000		8,725,400.00					
Cedar Rapids, Garner & Northwestern	2,000		100	100	200,000		8,000,000.00					
Chicago, Burlington & Quincy	987,254		100	100	98,725,400		5,453,800.00					
Chicago, Burlington & Kansas City	80,000		100	100	8,000,000		183,000.00					
Kansas City, St. Jo. & Council Bluffs	81,584		100	100	8,158,400		183,000.00					
St. Louis, Keokuk & Northwestern	80,000		100	100	8,000,000		183,000.00					
Chicago, Ft. Madison & Des Moines.	3,800	1,230	100	100	380,000	40,000,000	21,233,000.00	183,000.00				
Chicago, Iowa Dakota	300,000	400,000	100	100	30,000,000	40,000,000	21,233,000.00	183,000.00				
Chicago Great Western	300,000		100	100	30,000,000		48,983,000.00	31,510,249.90	4			454,894.00
Chicago, Milwaukee & St. Paul	500,000		100	100	50,000,000		48,983,000.00	31,510,249.90	5			2,378,980.50
Chicago, Rock Island & Pacific	500,000		100	100	50,000,000		48,983,000.00	31,510,249.90	4			1,938,710.00
Chicago & North Western	300,000	200,000	100	100	30,000,000	30,000,000	44,083,333.33	29,538,554.56	7			1,537,650.00
Chicago, St. Paul, Minneapolis & Omaha	40,000		100	100	4,000,000		21,533,333.33	15,648,833.26	8 1/2			787,976.00
St. Louis City & Pacific	40,000		100	100	4,000,000		1,594,000.00	100,000.00	7			11,830.00
Grand Creek	80,000		100	100	8,000,000		4,372,500.00					
Des Moines Northern & Western	100,000		100	100	10,000,000		9,994,500.00					
Dubuque & Sioux City	100,000		100	100	10,000,000		5,000,000.00					
Siouxville Railroad	100,000		100	100	10,000,000		5,000,000.00					
Des Moines Union	80,000	74,000	100	100	8,000,000	2,400,000	8,453,633.48	5,070,456.35	3			58,005.00
Des Moines	100,000		100	100	10,000,000		4,000,000.00					
Des Moines & Centerville	4,000		100	100	400,000		4,000,000.00					
Iowa Northern	50,000		100	100	5,000,000		4,000,000.00					
Keokuk & Western	50,000		100	100	5,000,000		4,000,000.00					
Mason City & Ft. Dodge	50,000		100	100	5,000,000		4,000,000.00					
Minneapolis & St. Louis	40,000	40,000	100	100	4,000,000	4,000,000	6,000,000.00	4,000,000.00	1			40,000.00
Minneapolis, North & South	40,000		100	100	4,000,000		4,000,000.00					
Omaha & St. Louis	40,000		100	100	4,000,000		4,000,000.00					
St. Louis & Northern	25,000		100	100	2,500,000		2,500,000.00					
St. Louis City & Northern	14,400		100	100	1,440,000		1,440,000.00					
Union Pacific	2,400		50	50	120,000		52,650.00					
Winona & Western	200,000		100	100	20,000,000	24,000,000	26,000,000.00	24,000,000.00				
Burlington & Northwestern	3,000		100	100	300,000		154,900.00					
Burlington & Western	300		100	100	30,000		868,801.58					
Total	4,924,398	2,030,180			\$ 454,992,993	\$ 221,894,000	\$ 478,297,643.60	\$ 397,620,717.19				\$13,594,767.50
												\$3,519,805.83

* Leased lines. Number of shares authorized, 240,000; issued, 17,350. + Additional common. † Fractional script.

TABLE 2—CAPITAL STOCK.

RAILROADS.	AMT. OF STOCK PER MILE OF R.D.	Miles.	Amount.	Stock repre- senting road in Iowa.	Amt. of stock held in Iowa.	NO. OF STOCK- HOLDERS.	NUMBER OF SHARES ISSUED.												Total cash re- alized.	
							FOR CASH.			FOR CON- STRUCTION.		FOR REOR- GANIZATION.		FOR OTHER PURPOSES.		Total.				
							Com.	Pref'd.	In Iowa	Com.	Pref'd.	Com.	Pref'd.	Com.	Pref'd.					
Ames & College.	1.68		\$ 10,101.01	\$ 20,000.00		34	34												2,000.00	
A. T. & S. V.	7,210.86		32,860.00	90,000.00	425,000	13,634	28	20							1,019,980	1,814,806	2,334,886	900	22,500.00	
Boone Valley	3.00		30,000.00			11	11	900										72,350	58	5,800.00
B. O. R. & N. W.	1,119.40		6,463.28	6,069,138.00	110,800	294	14		17,300		55,000									
O. R. G. & N. W.	18.38		14,669.00	205,900.00	146,800	14	12	56												
C. B. & Q.	6,040.33		15,517.00	13,027,830.00	300,760	12,338	59	66												
O. R. & K. C.	6,040.33		15,517.00	13,027,830.00	300,760	12,338	59	66												
C. B. & K. C.	6,040.33		15,517.00	13,027,830.00	300,760	12,338	59	66												
K. C. St. & O. B.	310.85		19,464.35		100	16	1	5,770							2,100		80,000		577,000.00	
K. C. St. & N. W.	225.80		24,109.95		200	6	2								14,438		64,438			
St. L. & D. M.	71.00		12,000.00														8,520			
Obt., Ia. & Dak.	25.04		15,000.00	861,000.00	115,000	18	11		431,800						307,085	198,536	627,453		8,569,962.15	
Chicago Great W.	544.85		62,435.00	28,850,330.00	245,300	2,305	12	170,540	51,980	197,940	18,970	322,614			208,812	100,325	825,190		21,091,317.85	
C. M. & St. P.	6,153.50		13,410.00		243,100	3,656	18	80,400											50,000.00	
O. R. L. & P.	2,928.02		17,073.00		111,500	3,656	14		36,400		38,450				13,232	24,046	694,023		2,911,466.14	
Chicago & N. W.	5,616.97		13,552.75		251,900	4,694	14		50,460		62,800	62,800			28,441	13,889	340,501		4,314,717.73	
O. St. P. M. & O.	1,422.64		23,334.45		10,000	1,132	2	53,461			17,914				1,060	1,090	20,664			
St. P. City & P.	1,074.42		10,253.26		100	51	1	117							51,100	6436	2,250			
Crooked Creek	17.90		12,777.45		66,408	12	3													
Des M. N. & W.	148.77		29,751.51		900	32	9												9,264,600.00	
Dubuque & S. O.	698.59		16,677.40		50,400	8	7												50,800.00	
Stacyville & R.	7.93		4,406.00		400,000	12	6	4,000											400,000.00	
Des Moines Union	3.70		108,198.00	10,866,598.64	3,700	877	4												4,000	
Iowa Central	502.91		28,154.44	400,000.00	1,320	6	1												4,000	
Albia & O'ville.	24.44		12,367.00	400,000.00	90,000	6	5													
Iowa Northern.	6.93		12,367.00		100	119	5													
Keokuk & W.	254.65		19,634.79		100	8	1													
M. C. & F. D.	32.00		10,000.00		100	8														
Minn. P'ls & St. L.	511.54		19,549.00	450,000.00	69,700	473														
Missouri N. & St. L.	28.07		156.95																	
Omaha & St. L.	164.41		15,765.00		1,060,000	21	11													
Stacyville & N.	98.00		15,000.00		6,910	64	29	253												
Tabor & North'n.	8.75		2,640.55		29,550.00															
Union Pacific																				
Wabash	1,564.00		32,623.00																	
Wabash & West'n	113.20		363.39																	
MARROW GRAVE.																				
Burlington & N. W.	88.73		4,051.12		800,000	219	218	1,569												
Burlington & W.	70.70		12,118.84		886,801.25	6	5													
Total	35,464.66		\$148,362,172.20	\$1,283,030,526.36	504,418,445,140,715	381,147,717,770	1,701,540	489,508	1,617,012	1,619,803	6,369,400	\$146,035,233.87								

* On mileage basis. † Issued for dividends. a For properties acquired and retiring bonds. b Coal plant.
c Dividends. d Debenture stock.

TABLE 3—FUNDED DEBT.

RAILROADS.	MORTGAGE BONDS.					INTEREST.		
	Amount of authorized issue.	Amount is- sued.	Am't out- standing.	Cash real- ized on amounts is- sued.	Av. rate.	Amount accrued during year.	Amount paid during year.	
Ames & College.	\$122,340,500 00	\$156,637,500 00	\$131,950,710 00	\$ 8,517,100 00	6	\$ 5,164,976.17	\$ 5,069,553.34	
Atchison, Topeka & Santa Fe.								
Boone Valley.								
Burlington, Cedar Rapids & Northern.								
Cedar Rapids, Garner & Northwestern.								
Chicago, Burlington & Quincy.								
Chicago, Burlington & Kansas City.								
Kansas City, St. Jo & Council Bluffs.								
St. Louis, Keokuk & Northwestern.								
Chicago, Ft. Madison & Des Moines.								
Chicago, Iowa & Dakota.								
Chicago, Great Western.								
Chicago, Milwaukee & St. Paul.								
Chicago, Rock Island & Pacific.								
Chicago & North Western.								
Chicago, St. Paul, Minneapolis & Omaha.								
Sioux City & Pacific.								
Orion Creek.								
Des Moines Northern & Western.								
Dubuque & Sioux City.								
Stacyville railroad.								
Des Moines Union.								
Iowa Central.								
Albia & Centerville.								
Iowa Northern.								
Keokuk & Western.								
Mason City & Ft. Dodge.								
Minneapolis & St. Louis.								
Muscatine North & South.								
Omaha & St. Louis.								
Sioux City & Northern.								
Tabor & Northern.								
Union Pacific.								
Wabash.								
Winona & Western.								
NARROW GAUGE BONDS.								
Burlington & Northwestern.								
Burlington & Western.								
Total.	\$733,902,800.44	\$908,063,655.35	\$900,451,408.44	\$27,047,519.33		\$23,723,073.50	\$23,435,809.36	

TABLE 4—FUNDED DEBT.

	RAILROADS.	MISCELLANEOUS OBLIGATIONS.					INTEREST.	
		Amount of authorized issue.	Amount is- sued.	Amt out- standing.	Cash real- ized on amount is- sued.	Rate.	Amount accrued during year.	Amount paid during year.
Ames & College.....	\$ 30,000 00	.....	.....	.....	.....
Atchison, Topeka & Santa Fe.....
Boone Valley.....
Burlington, Cedar Rapids & Northern.....
Cedar Rapids, Garner & Northwestern.....
Chicago, Burlington & Quincy.....	\$19,140,700 00	\$19,140,700 00	33,653,700 00	.....	5	\$1,532,568.75	\$1,693,337.31
Chicago, Burlington & Kansas City.....
Kansas City, St. Jo & Council Bluffs.....
St. Louis, Keokuk & Northwestern.....
Chicago, Ft. Madison & Des Moines.....
Chicago, Iowa & Dakota.....	2,833,150 00	2,833,150 00	2,833,150 00	.....	5	141,157.50	141,157.50
Chicago Great Western.....
Chicago, Milwaukee & St. Paul.....	1,365,000 00	1,365,000 00	.....	5	70,893.33	103,375 00
Chicago, Rock Island & Pacific.....	33,653,000 00	31,998,000 00	.....	5	1,463,692.49	1,463,695 00
Chicago & North-Western.....	35,000,000 00	.....	.....	.....	.....	.....	.....
Chicago, St. Paul, Minneapolis & Omaha.....
Sioux City & Pacific.....
Crooked Creek.....
Des Moines, Northern & Western.....
Dubuque & Sioux City.....	10,000,000 00	5,425,000 00	5,425,000 00	.....	4	217,000 00	.....
Stacyville railroad.....
Des Moines Union.....
Lowa Central.....
Albia & Centerville.....
Lown Northern.....	1,519,965.74	1,519,965.74	1,519,965.74	.....	6	88,565.34	88,565.34
Keokuk & Western.....
Mason City & Ft. Dodge.....
Minneapolis & St. Louis.....
Muscataine North & South.....
Omaha & St. Louis.....
Omaha & Northern.....
Sioux City & Northern.....
Tabor & Northern.....
Union Pacific.....
Wabash.....
Winona & Western.....
NARROW GAUGE ROADS.		.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.....
Burlington & Western.....
Total.....	\$93,438,815.74	\$33,005,815.74	\$76,690,015.74	\$37,485,086.98	.....	\$3,508,943.31	\$3,499,599.95

*Judgment.

TABLE 5—

RAILROADS.	INCOME BONDS.			
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.
Ames & College.....				
Atchison, Topeka & Santa Fe.....	\$ 71,728,000.00	\$ 51,728,000.00	\$ 51,728,000.00	
Boone Valley.....				
Burlington, Cedar Rapids & Northern.....				
Cedar Rapids, Garner & Northwestern.....				
Chicago, Burlington & Quincy.....				
Chicago, Burlington & Kansas City.....				18.48
Kansas City, St. Jo & Council Bluffs.....				
St. Louis, Keokuk & Northwestern.....				
Chicago, Ft. Madison & Des Moines.....				
Chicago, Iowa & Dakota.....				
Chicago Great Western.....				
Chicago, Milwaukee & St. Paul.....			828,000.00	
Chicago, Rock Island & Pacific.....				
Chicago & North-Western.....	500,000.00	500,000.00	500,000.00	
Chicago, St. Paul, Minneapolis & Omaha.....				
Sioux City & Pacific.....				
Crooked Creek.....				
Des Moines, Northern & Western.....				
Dubuque & Sioux City.....				
Stacyville railroad.....				
Des Moines Union.....				
Iowa Central.....				
Albia & Centerville.....				
Iowa Northern.....				
Keokuk & Western.....				
Mason City & Ft. Dodge.....				
Minneapolis & St. Louis.....				
Muscatine North & South.....				
Omaha & St. Louis.....				
Sioux City & Northern.....				
Tabor & Northern.....				
Union Pacific.....				
Wabash.....				
Winona & Western.....				
NARROW GAUGE ROADS.				
Burlington & Northwestern.....				
Burlington & Western.....				
Total.....	\$ 72,528,000.00	\$ 53,238,000.00	\$ 53,560,018.48	

FUNDED DEBT.[illegible]

*Debenture bonds.

TABLE 6—

RAILROADS.	GRAND TOTALS.				
	Amount of au- thorized issue.	Amount issued.	Amount out- standing.	Cash realized on amount issued.	Interest ac- rued during year.
Ames & College			\$ 6,200.00		
Aitchison, Topeka & Santa Fe	\$264,068,500.00	\$210,865,500.00	184,458,710.00	\$ 8,517,100.00	\$ 5,188,182.00
Boone Valley			48,000.00		
Burlington, Oed. Rap. & Nor.		15,763,000.00	15,763,000.00	7,623,847.50	769,400.00
Cedar Rapids, Garner & N. W.	180,000.00	180,000.00	180,000.00	146,040.00	2,500.00
Chicago, Burlington & Q'ncy.	151,946,000.00	151,946,000.00	136,437,700.00		6,514,888.00
Chicago, Burlington & K. C.	820,000.00	820,000.00	820,000.00	820,000.00	49,200.00
Kansas City, St. Jo. & C. B.	7,318,000.00	6,338,000.00	5,330,016.48		404,077.49
St. Louis, Keokuk & N. W.	10,150,000.00	10,150,000.00	10,150,000.00		609,600.00
Chicago, Ft. Madison & D. M.					
Chicago, Iowa & Dakota		364,000.00	246,000.00		
Chicago Great Western	2,823,150.00	4,024,659.31	4,248,351.43		228,127.63
Chicago, Milwaukee & St. P.			136,326,500.00		6,890,119.89
Chicago, Rock Island & Pac.		66,081,000.00	66,081,000.00		3,021,845.00
Chicago & North-Western	338,933,000.00	146,298,000.00	134,645,000.00	25,006,013.31	6,932,704.80
Chicago, St. P., M'p'l's & O.	42,220,800.00	26,671,800.00	20,235,800.00		1,448,246.00
Sioux City & Pacific	3,256,320.00	3,256,320.00	3,256,320.00		195,379.20
Crooked Creek					
Des Moines, North'n & West'n	5,415,000.00	2,933,000.00	2,933,000.00		117,320.00
Dubuque & Sioux City	16,930,000.00	12,155,000.00	12,155,000.00	12,185,000.00	609,500.00
Stacyville railroad	60,000.00	60,000.00	60,000.00	60,000.00	3,000.00
Des Moines Union	800,000.00	671,000.00	671,000.00	671,000.00	34,008.30
Iowa Central	7,650,000.00	6,650,094.91	6,650,094.91	673,741.70	381,829.84
Albia & Centerville					
Iowa Northern	60,000.00	50,000.00	50,000.00		3,000.00
Keokuk & Western	1,519,965.74	1,519,965.74	1,519,965.74		88,565.24
Mason City & Ft. Dodge	1,390,000.00	1,390,000.00	1,390,000.00		82,800.00
Minneapolis & St. Louis	44,571,000.00	17,950,000.00	17,800,000.00		689,540.00
Muscatine North & South	450,000.00	450,000.00	450,000.00		11,250.00
Omaha & St. Louis	2,376,000.00	2,376,000.00	2,376,000.00		95,040.00
Sioux City & Northern	1,920,000.00	1,920,000.00	1,920,000.00		96,000.00
Tabor & Northern	50,000.00	54,246.45	50,550.00	45,130.00	2,613.40
Union Pacific					
Wabash		83,134,000.00	63,073,000.00		2,600,196.00
Winona & Western	1,150,000.00	1,150,000.00	1,150,000.00	1,150,000.00	67,600.00
NARROW GAUGE ROADS.					
Burlington & Northwestern	229,981.53	229,981.53	229,981.53		16,998.90
Burlington & Western	639,458.91	610,655.91	610,560.12		43,251.52
Total.	\$396,925,176.18	\$776,833,226.85	\$347,186,850.21	\$ 36,867,872.51	\$37,135,903.10

* Mileage basis. † Estimated.

FUNDED DEBT.

Interest paid during year.	AMT. OF DEBT PER MILE OF ROAD.		Amt. of debt representing road in Iowa.	Interest paid during year, representing road in Iowa.	Amount of stock and debt.	STOCK AND DEBT PER MILE.	
	Miles.	Amount.				Entire line.	Iowa.
\$ 7,144,549.17	7,305.86	\$ 25,656.00			\$ 417,944,710.00	\$ 58,036.00	
	3.00	14,333.33	43,000.00		133,000.00	44,333.33	44,333.33
709,400.00	1,119.40	14,432.69	*13,865,918.26	*660,523.50	23,390,965.28	20,896.00	20,896.00
2,500.00	18.35	8,000.00	100,000.00	2,500.00	168,600.00	9,184.44	9,184.44
6,890,527.21	6,040.33	20,932.00	*17,374,240.30	*929,983.28	220,183,100.00	36,449.00	36,449.00
49,200.00	1-1.36	4,518.41	*350,960.00	*21,057.60	8,830,000.00	48,578.98	48,578.98
404,200.00	310.83	18,755.08	*1,078,553.05	*74,777.00	11,880,500.48	88,219.43	88,219.43
609,000.00	225.80	44,951.29	*2,203,719.87	*137,623.19	15,503,800.00	69,060.23	69,060.23
	71.00				852,000.00	12,000.00	12,000.00
	26.40	10,000.00	284,000.00	984,000.00	625,000.00	23,874.00	23,874.00
227,376.21	844.85	5,029.00	2,396,593.28	125,470.20	56,996,739.42	67,464.00	67,464.00
7,011,611.42	6,153.50	22,138.05			218,745,500.00	35,548.14	35,548.14
3,034,361.67	2,928.62	29,563.87			116,081,000.00	39,636.76	39,636.76
5,995,417.29	5,016.87	28,173.09	32,768,672.56	1,621,829.90	207,332,999.33	41,426.82	41,426.82
1,406,150.25	1,422.64	18,441.63	1,874,755.92	76,511.87	60,256,926.62	42,376.09	42,376.09
97,500.00	107.42	58,981.10	4,815,347.01	73,038.77	8,496,442.45	79,095.54	79,095.54
117,330.00	146.77	19,983.64	2,932,000.00	117,330.00	7,305,500.00	49,775.15	49,775.15
392,600.00	599.59	30,432.58	11,724,170.71	602,500.00	22,250,770.71	37,109.98	37,109.98
3,000.00	7.93	7,954.27	63,077.89	3,000.00	113,877.39	14,360.33	14,360.33
34,008.30	3.70	181,351.00	671,000.00	34,008.30	1,071,000.00	289,459.00	289,459.00
329,666.67	502.90	13,223.20	5,477,683.17	271,536.43	20,809,274.74	41,377.64	41,377.64
	24.44				400,000.00	16,306.81	16,306.81
3,000.00	8.93	7,215.00	50,000.00	3,000.00	140,000.00	20,202.02	20,202.02
88,565.34	254.65	5,883.57	1,018,951.24	60,224.36	5,498,751.98	21,593.33	21,593.33
92.00	92.00	15,000.00	1,380,000.00		2,300,000.00	25,000.00	25,000.00
580,540.00	511.54	34,797.00			27,800,000.00	54,346.00	
	28.67	156.95	450,000.00		900,000.00	313.90	313.90
95,040.00	164.41	15,765.00	1,036,075.80	41,343.03	4,988,000.00	30,217.00	30,217.00
95,000.00	99.00	20,000.00	1,534,000.00	70,953.80	3,360,000.00	35,000.00	35,000.00
10,034.00	8.79	8,908.21	78,259.07	10,034.00	101,909.07	11,593.76	11,593.76
3,690,195.00	1,787.20	46,430.00	2,010,419.00	100,521.00	135,073,000.00	79,032.00	79,032.00
57,500.00	113.30	10,159.01	238,736.78		1,250,000.00	11,042.40	11,042.40
29,199.90	38.73	5,936.00	229,981.53	29,199.90	386,581.53	9,989.00	9,989.00
2,367.52	70.70	8,637.34	610,960.12	2,367.52	1,467,461.94	20,756.18	4,756.18
\$ 29,065,628.85	36,134.68		\$ 106,432,375.26	\$ 5,992,162.68	\$ 1,603,228,609.94		

TABLE 7—STOCKS

RAILROADS.	STOCKS OWNED.			
	RAILWAY STOCKS.			OTHER
	Total par value.	Income or dividend received.	Valuation.	
Ames & College.....				
Atchison, Topeka & Santa Fe.....	\$ 453,300.00	\$ 1,451.00	\$ 81,491.00	
Boone Valley.....				
Burlington, Cedar Rapids & Northern.....	1,598,900.00		1,598,900.00	
Cedar Rapids, Garner & Northwestern.....				
Chicago, Burlington & Quincy.....	88,773,944.88	731,798.00	23,503,072.33	\$ 292,000.00
Chicago, Burlington & Kansas City.....				
Kansas City, St. Jo & Council Bluffs.....				55,000.00
St. Louis, Keokuk & Northwestern.....				7,900.00
Chicago, Ft. Madison & Des Moines.....				
Chicago, Iowa & Dakota.....	8,863,205.47	18,403.00	672,725.30	517,089.20
Chicago Great Western.....	10,890,250.00		224,563.75	561,990.00
Chicago, Milwaukee & St. Paul.....				
Chicago, Rock Island & Pacific.....	53,301,839.61	705,712.00		2,402,900.00
Chicago & North-Western.....	4,790,444.98	73,660.00	4,819,544.98	
Chicago, St. Paul, Minneapolis & Omaha.....				
St. Louis City & Pacific.....				
Crooked Creek.....				
Des Moines, Northern & Western.....	100,000.00		100,000.00	
Dubuque & Sioux City.....	5.80		5.80	
Stacyville railroad.....				
Des Moines Union.....				
Iowa Central.....				
Albia & Centerville.....				
Iowa Northern.....				
Keokuk & Western.....				20,000.00
Mason City & Ft. Dodge.....				
Minneapolis & St. Louis.....	394,500.00	5,412.41		
Muscataine North & South.....				
Omaha & St. Louis.....				
Sioux City & Northern.....	1,000,000.00		1,000,000.00	
Tabor & Northern.....				
Union Pacific.....				
Wabash.....	2,621,561.68	74,400.00	10,369.68	2,481,500.00
Winona & Western.....				
NARROW GAUGE ROADS.				
Burlington & Northwestern.....				100.00
Burlington & Western.....				
Total.....	\$122,620,745.36	\$1,595,781.41	\$1,761,467.84	\$6,238,909.20

AND BONDS OWNED.

STOCKS OWNED.		BONDS OWNED.					
STOCKS.		RAILWAY BONDS.			OTHER BONDS.		
Income or dividend received.	Valuation.	Total par value.	Income or interest received.	Valuation.	Total par value.	Income or interest received.	Valuation.
\$ 50,000.00		\$ 3,765,564.74	\$ 23,855.63	\$ 2,981,718.33		\$ 40,980.00	
1,050.00	\$ 215,447.73	15,121,894.61	887,173.14	11,309,902.34	\$ 694,000.00	25,200.00	\$ 694,000.00
	55,000.00						
	7,800.00						
	508,673.60						
2,723.00	235,263.00	8,947,000.00	27,124.99	8,964,873.75	40,500.00	2,073.40	21,250.00
543,977.00		2,707,000.00		2,353,000.00			
		2,253,000.00	5,650.00				
		460,500.00	22,265.00	529,673.13			
	5,094.00						
		523,000.00	20,000.00	523,000.00	9,000.00	540.00	9,000.00
86,686.25	195,556.00	122,000.00		122,000.00	47,000.00		1,901.00
	100.00						
\$ 636,446.25	\$ 1,230,875.44	\$ 23,905,179.35	\$ 1,001,088.95	\$ 20,622,057.45	\$ 720,500.00	\$ 68,173.40	\$ 645,851.00

TABLE 8—RENTALS RECEIVED, RENTALS PAID AND MISCELLANEOUS INCOME.

RAILROADS.	Rentals received from lease of tracks, yards and terminals.	MISCELLANEOUS INCOME.			RENTALS PAID.			
		Gross income.	Expense.	Net miscellaneous income.	Dividends on bonds and securities.	Cash.	Total.	For lease of tracks, yards and terminals.
Ames & College.....	\$ 65,987.98	\$2,793,399.49	.....	\$2,793,399.49	.....	.....	.....	\$ 311,393.79
Atchison, Topeka & Santa Fe.....	.....	.....	.....	.....	.....	.....	.....	.....
Boone Valley.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Northwestern.....	6,000.00	.....	.....	68,337.86	.....	\$ 14,000.00	\$ 14,000.00	5,299.33
Cedar Rapids, Garner & Northwestern.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Quincy.....	305,540.17	.....	.....	355,723.55	.....	250,780.49	250,780.49	.....
Chicago, Burlington & Kansas City.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, St. Joe & Council Bluffs.....	73,101.44	.....	.....	7,130.23	.....	.....	.....	11,613.00
St. Louis, Keokuk & Northwestern.....	183,183.10	.....	.....	54,672.24	.....	.....	.....	73,180.05
Chicago, Ft. Madison & Des Moines.....	.....	.....	.....	.....	.....	.....	.....	68,494.93
Chicago, Iowa & Dakota.....	.....	.....	.....	.....	.....	.....	.....	2,332.35
Chicago Great Western.....	901.68	.....	.....	.....	.....	.....	.....	.....
Chicago, Milwaukee & St. Paul.....	216,097.76	.....	.....	85,479.48	.....	.....	.....	373,678.20
Chicago, Rock Island & Pacific.....	163,153.61	.....	.....	285,473.36	.....	.....	.....	424,693.25
Chicago & North-Western.....	22,681.43	.....	.....	127,669.48	.....	.....	.....	392,739.88
Chicago, St. Paul, Minneapolis & Omaha.....	25,209.15	123,893.69	\$ 984.21	80,034.55	\$ 243,360.00	188,203.44	430,585.44	85,374.87
Sioux City & Pacific.....	14,620.53	5,917.51	.....	6,917.51	.....	21,319.03	21,319.03	117,317.24
Crooked Creek.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines, Northern & Western.....	.....	.....	.....	10,168.98	.....	.....	.....	69,138.77
Dubuque & Sioux City.....	23,126.51	216.00	.....	216.00	.....	.....	.....	6,394.46
Stacyville Railroad.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Union.....	138,718.68	.....	.....	19,085.19	.....	.....	.....	.....
Iowa Central.....	.....	19,085.19	.....	.....	.....	.....	.....	35,010.95
Albia & Centerville.....	.....	5.00	.....	5.00	.....	.....	.....	.....
Iowa Northern.....	.....	.....	.....	.....	.....	.....	.....	.....
Keokuk & Western.....	11,860.00	.....	.....	.....	.....	.....	.....	1,000.00
Mason City & Ft. Dodge.....	.....	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis.....	120,993.35	48,201.59	.....	48,201.59	.....	.....	.....	55,694.18
Muscataine, North & South.....	.....	6.00	.....	6.00	.....	.....	.....	.....
Omaha & St. Louis.....	.....	.....	.....	.....	.....	.....	.....	.....
Sioux City & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash.....	64,776.34	.....	.....	21,945.56	.....	703,032.55	703,032.55	198,523.54
Winona & Western.....	.....	.....	.....	.....	.....	.....	.....	2,612.03
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern.....	.....	.....	.....	.....	.....	.....	.....	6,720.43
Burlington & Western.....	.....	.....	.....	.....	.....	.....	.....	800.07
Total.....	\$1,891,924.61	\$3,063,457.47	\$ 984.21	\$3,983,449.08	\$ 243,360.00	\$1,147,486.00	\$1,458,988.46	\$ 2,314,294.10



TABLE 9—COST OF ROAD AND EQUIPMENT

RAILROADS.	COST OF CONSTRUCTION.			COST OF EQUIPMENT.		
	Total cost to June 30, 1898.	Total cost to June 30, 1899.	Per mile.	Total cost to June 30, 1898.	Total cost to June 30, 1899.	Per mile.
Ames & College.....						
Atchison, T. & S. F.....	\$393,337,004.84	\$391,528,805.02		\$ 158,890.17	\$ 697,942.98	
Boone Valley.....						
Burlington, C. R. & N.....						
Cedar Rapids, G. & N.-W.....	167,472.80	167,472.80	\$ 9,170.64	2,500.00	2,500.00	
Chicago, B. & Q.....						
Chicago, B. & K. Cy.....	8,894,882.55	8,847,967.58	48,733.02	167,453.21	167,722.21	\$ 923.78
Kansas Cy. St. Jo & C. B.....	11,921,599.52	11,977,745.40	28,258.55	1,526,547.06	1,537,171.83	4,945.06
St. Louis, K. & N.-W.....	15,733,055.24	15,870,978.72	70,397.77	585,780.86	589,409.84	2,510.23
Chicago, Ft. M. & D. M.....		891,884.20	14,842.20		81,476.16	
Chicago, Iowa & Dakota.....		54,378,094.08	64,363.92	2,494,566.54	2,623,576.59	2,116.08
Chicago Great Western.....	52,888,549.05					
Chicago, M. & St. P.....		91,944,454.04	81,395.15	15,539,175.53	15,578,728.93	5,318.79
Chicago, R. I. & P.....	90,453,668.57		23,655.96	33,668,316.11	34,398,964.70	6,866.56
Chicago & North-Western.....	144,648,085.22	*143,763,256.91				
Chicago, St. P. M. & O.....						
St. Louis City & Pacific.....						
Crooked Creek.....	195,877.62	195,877.62	11,122.10	10,077.04	15,165.04	861.16
Des Moines, N. & W.....	7,126,339.68	7,025,677.10	47,868.61	184,181.02	184,181.02	1,254.55
Dubuque & Sioux City.....						
Stacyville railroad.....						
Des Moines Union.....	1,024,000.00	1,079,000.00	391,621.00	12,000.00	12,000.00	3,242.00
Iowa Central.....	20,382,272.25	19,908,251.48	89,600.96	611,975.88	611,975.83	1,216.86
Albia & Centerville.....	400,000.00	400,000.00	16,366.61			
Iowa Northern.....						
Keokuk & Western.....	5,084,746.30	5,084,746.30	19,987.58	410,639.49	410,639.49	1,512.56
Mason City & Ft. Dodge.....	2,408,679.23	2,405,312.81	26,144.70	63,894.84	63,295.03	687.90
Minneapolis & St. Louis.....		888,202.86			11,797.14	
Muscatine North & South.....						
Omaha & St. Louis.....	5,070,960.00	5,070,509.23	20,917.00			
Sioux City & Northern.....	3,380,371.12	3,380,371.12	85,212.00			
Tabor & Northern.....	80,844.61	83,412.40	9,376.00		6,652.61	756.00
Union Pacific.....						
Wabash.....						
Winona & Western.....						
NARROW GAUGE ROADS.						
Burlington & N.-W.....	341,568.84	341,992.85	8,530.17	85,391.54	85,391.54	2,204.79
Burlington & Western.....	1,356,852.10	1,367,515.23	19,201.06	120,910.52	120,910.52	1,710.19
Total.....	\$760,886,761.05	\$766,091,571.87		\$55,631,219.65	\$57,156,451.74	

*Actual amount, \$143,896,256.91, which was reduced by credit of \$5,132,000.00.

AND ACTUAL PRESENT CASH VALUE.

GRAND TOTAL COST OF ROAD AND EQUIPMENT.			TOTAL COST OF ROAD AND EQUIPMENT FOR IOWA.			Actual present cash value of road and equipment.	Actual present cash value of other property.
Total to June 30, 1886.	Total to June 30, 1889.	Per mile.	Total cost to June 30, 1889.	Total cost to June 30, 1889.	Per mile.		
\$ 389,495,885.01	\$ 302,226,838.00						
	45,000.00	\$15,000.00		\$ 45,000.00	\$15,000.00		
25,230,555.51	26,267,859.42	23,466.00		22,544,490.18	23,466.00		
169,972.80	169,972.80	9,170.84		169,972.80	9,170.84	\$ 189,800.00	
206,634,183.10	226,752,657.62	27,538.14	30,695,777.95	31,424,674.70	27,544.25		
9,002,274.76	9,015,699.79	49,856.80		73,854,715.23			
13,443,148.58	13,514,920.22	43,477.31		72,500,290.24			
16,368,816.00	16,460,388.55	72,898.09		73,720,947.81			
	852,000.00	12,000.00		852,000.00	12,000.00		
	423,310.36	16,034.48		423,310.36	16,034.48		
85,373,155.59	57,010,670.61	67,480.00	27,686,577.80	28,505,335.31	61,669.00		
214,195,294.69	218,506,634.82	35,541.67					
105,903,844.10	107,521,182.93	86,713.94	41,341,177.78	41,305,444.07	35,512.62		
178,316,851.54	178,162,221.81	85,512.62		2,993,609.26	39,753.31		
56,452,355.60	56,554,650.09	39,753.31		4,317,998.21	53,681.13		
5,764,127.84	5,766,437.02	53,681.13	4,317,998.21	4,319,720.56	53,681.13		
211,954.86	211,042.86	11,984.26	211,954.86	211,042.86	11,984.26	211,042.86	\$ 128,631.87
7,310,470.90	7,309,808.12	49,123.16	7,310,470.90	7,309,808.12	49,123.16		
21,240,872.54	21,341,775.78	34,537.17	20,764,680.98	20,763,938.27	25,220.35		
110,800.00	110,961.50	13,992.82	110,800.00	110,961.50	13,992.82		
1,636,000.00	1,661,000.00	294,864.00	1,636,000.00	1,691,000.00	294,864.00		
20,994,249.07	20,531,247.30	40,804.47	17,292,962.96	16,903,334.93	40,804.47		
400,000.00	400,000.00	16,366.61	400,000.00	400,000.00	16,366.61		
						35,000.00	
5,495,265.79	5,495,265.79	21,580.14					
2,471,574.07	2,468,607.84	26,832.69	2,471,574.07	2,468,607.84	26,832.69		
22,124,185.79	25,854,034.45	50,539.61					
	900,000.00			900,000.00			
5,070,980.00	5,070,309.23	30,917.00					
3,380,371.12	3,380,371.12	35,212.00	2,709,705.49	2,709,705.49	35,212.00		
80,844.61	89,066.21	10,132.00	80,844.61	89,066.21	10,132.00		
1,350,000.00	1,350,000.00	11,042.40					
426,960.48	427,384.49	11,034.96	426,960.48	427,384.49	11,034.96		
1,477,762.62	1,478,425.75	20,911.25	1,477,762.62	1,478,425.75	20,911.25		
\$1,370,534,354.63	\$1,418,449,024.31		\$158,503,021.51	\$197,394,875.96			

†Estimated.

TABLE 10—INCOME ACCOUNT—IOWA.

RAILROADS.	INCOME FROM OPERATION.			INCOME FROM OTHER SOURCES.				Total income.	Deficit.
	Gross income.	Operating ex- penses.	Income from operation.	Dividends on stocks own'd.	Interest on bonds own'd.	Miscellaneous income less expense.	Total income from other sources.		
Ames & College.....	\$ 5,178.87		\$ 5,178.87					\$ 5,178.87	
Atchison, Topeka & Santa Fe.....	119,095.58	74,312.26	44,833.17					44,833.17	
Boone Valley.....	4,401,394.30	3,043,437.28	1,458,967.16					1,458,967.16	
Burlington, Cedar Rapids & Northern.....	16,486.90	13,160.70	3,326.20					3,326.20	
Cedar Rapids, Garner & Northwestern.....	75,397,033.00	4,360,419.00	1,147,293.00					1,147,293.00	
Chicago, Burlington & Quincy.....	195,036.5	125,723.02	69,964.49					69,964.49	
Chicago, Burlington & Quincy.....	195,036.5	125,723.02	69,964.49					69,964.49	
Kansas City, St. Joseph & Council Bluffs.....	190,633.87	133,775.34	17,858.53					17,858.53	
St. Louis, Keokuk & North Western.....	187,538.48	61,033.75	23,605.73					23,605.73	
Chicago, Iowa & Des Moines.....	82,891.40	82,396.77	491.64					491.64	
Chicago, Iowa & Des Moines.....	82,891.40	82,396.77	491.64					491.64	
Chicago, Great Western.....	2,922,053.62	2,014,864.13	907,189.49	6,701.50				913,890.99	
Chicago, Milwaukee & St. Paul.....	9,540,285.49	6,985,367.47	2,554,918.02	690.08	7,373.59			2,555,981.69	
Chicago, Rock Island & Pacific.....	6,503,404.01	3,091,617.26	3,411,786.75	84,553.62	31,119.70			3,527,460.07	
Chicago & North Western.....	8,955,741.09	5,596,113.21	3,359,627.88	286,567.78				3,646,195.66	
Chicago, St. Paul, Minneapolis & Omaha.....	770,433.97	428,130.80	342,303.17	35,467.50				377,770.67	
Sioux City & Pacific.....	397,976.88	240,535.10	157,441.78					157,441.78	
Crooked Creek.....	11,565.00	17,362.50	\$ 5,797.50					\$ 5,797.50	
Des Moines, Northern & Western.....	533,233.26	331,197.36	192,035.90					192,035.90	
Dubuque & Sioux City.....	2,943,616.73	1,630,413.25	1,313,203.48					1,313,203.48	
Sioux City & Pacific.....	7,210.91	6,542.15	668.76					668.76	
Des Moines Union.....	138,711.58	91,096.06	47,615.52					47,615.52	
Iowa Central.....	1,598,074.04	1,052,450.72	545,623.32					545,623.32	
Albia & Centerville.....	40,813.70	33,560.24	7,253.46					7,253.46	
Iowa Northern.....	15,639.89	11,866.06	3,773.83					3,773.83	
Keokuk & Western.....	298,825.89	263,531.97	35,293.92					35,293.92	
Maquoket & Ft. Dodge.....	200,080.85	117,965.16	82,115.69					82,115.69	
Minneapolis & St. Louis.....	490,796.97	322,812.30	167,984.67					167,984.67	
Muscatine, North & South.....	13,375.08	14,525.93	\$ 2,147.85					\$ 2,147.85	
Omaha & St. Louis.....	221,776.62	218,418.30	3,358.32					3,358.32	
Sioux City & Northern.....	13,433.09	8,011.41	5,421.68					5,421.68	
Tabor & Northern.....	448,400.63	283,005.24	165,395.39					165,395.39	
Union Pacific.....	179,888.28	212,293.91	\$ 32,405.63					\$ 32,405.63	
Wabash.....	88,500.90	25,915.49	12,833.50					12,833.50	
Winona & Western.....									
NARROW GAUGE ROADS.									
Burlington & Northwestern.....	91,578.75	48,165.09	43,413.66					43,413.66	
Burlington & Western.....	101,540.06	91,044.92	10,495.14					10,495.14	
Total.....	\$ 47,097,890.49	\$ 31,251,414.75	\$ 15,774,976.74	\$ 418,983.48	\$ 70,737.20	\$ 242,908.80	\$ 730,318.06	\$ 10,545,035.38	\$ 40,233.98

* Deficit. † Estimated.

TABLE 12—INCOME

RAILROADS.	PAYMENTS FROM NET INCOME.					
	DIVIDENDS ON STOCK.				Other pay- ments.	Total,
	COMMON.		PREFERRED.			
	Rate.	Amount	Rate.	Amount		
Ames & College...						
Atchison, Topeka & Santa Fe.....						
Boone Valley.....						
Burlington, Cedar Rapids & Northern		\$ 330,000.00				\$ 330,000.00
Cedar Rapids, Garner & Northwestern						1,036.95
Chicago, Burlington & Quincy.....						
Chicago, Burlington & Kansas Cy.						
Kansas City, St. Jo & Council Bluffs	4.25	26,749.76				26,749.76
St. Louis, Keokuk & N.-W.....	2	5,280.48				5,280.48
Chicago, Ft. Madison & Des Moines...						
Chicago, Iowa & Dakota.....						
Chicago Great Western.....			4	\$ 237,448.00	\$ 249,001.00	576,449.00
Chicago, Milwaukee & St. Paul.....	5	585,542.45	7	575,489.95		1,160,972.40
Chicago, Rock Island & Pacific.....						
Chicago & North-Western.....	5	448,445.71	7	359,479.83		807,925.53
Chicago, St. Paul, Minneapolis & O.	3.50	34,023.58	7	41,339.94		75,312.47
Sioux City & Pacific.....			7	8,862.04		8,862.04
Crooked Creek.....						
Des Moines, Northern & Western.....						
Dubuque & Sioux City.....						
Stacyville railroad.....						
Des Moines Union.....						
Iowa Central.....			1.50	70,018.62	11 05	70,039.67
Albia & Centerville.....						
Iowa Northern.....						
Keokuk & Western.....						5,702.73
Mason City & Ft. Dodge.....						
Minneapolis & St. Louis.....						
Muscatine North & South.....						
Omaha & St. Louis.....						
Sioux City & Northern.....						
Tabor & Northern.....						
Union Pacific.....						
Wabash.....						
Winona & Western.....						10,632.78
NARROW GAUGE ROADS.						
Burlington & Northwestern.....						
Burlington & Western.....						
Total.....		\$1,430,033.73		\$1,232,523.37	\$ 249,012.06	\$3,078,944.11

ACCOUNT—IOWA.

FROM OPERATIONS YEAR. ENDING JUNE 30, 1899.		FROM OPERAT'NS YR. ENDING JUNE 30, 1898.		FOR YEAR.		ON JUNE 30, 1899.	
Surplus.	Deficit.	Surplus.	Deficit.	Additions.	Deductions.	Surplus.	Deficit.
\$ 365,825.15		\$3,434,275.56		\$ 49,045.83		\$ 2,849,149.54	
1,026.25				1,026.25		1,026.25	
41,200.69		42,705.30				83,905.89	
	\$ 92,740.77		\$ 78,631.57				\$ 166,372.34
	126,300.85		168,067.39				294,358.24
	43,132.53		179,065.87	1,351.61	\$ 222,106.63		91.76
		1,509.92				1,509.92	
74,152.09		316,913.53		74,152.09		391,065.63	
439,366.59							
		1,462,362.65			1,146,566.36	1,231,959.40	
916,123.11							
101,150.78							
	8,629.83		1,432,847.85				1,441,477.67
	6,929.94		21,984.73				23,914.68
69,790.88			3,716.85			66,074.53	
	2,731.97		183.93				2,915.89
141,224.47		611,081.11			401,329.37	350,936.51	
6,514.12		10,363.50		3,849.33		3,849.38	
401.00			439.40				
32,232.23		37,966.01					
	2,064.19		677,910.81				679,995.00
	14,734.16						14,734.16
	47,015.64						
	116.44		10,841.98	116.44			10,958.42
				696,449.97	104,715.52		
			128,365.28				128,249.37
			598,308.41				633,667.26
\$ 2,269,060.41	\$ 344,416.30	\$4,917,327.48	\$3,295,353.56	\$ 825,991.57	\$1,874,807.88	\$ 4,979,522.74	\$ 3,401,734.68

TABLE 13—INCOME ACCOUNT—ENTIRE LINE.

	INCOME FROM OPERATIONS.				INCOME FROM OTHER SOURCES.			
	Gross Rmd'g.	Operating ex- penses.	Income from operation.	Dividends on stk owned.	Interest on bonds owned.	Miscellaneous income less expenses.	Total income from other sources.	Total income.
Ames & College.	\$ 5,178.87	\$ 17,100.616.99	\$ 5,178.87	\$ 51,451.00	\$ 98,215.82	\$2,793,329.49	\$2,913,880.31	\$ 5,178.87
Archison, Topeka & Santa Fe	26,804,331.57		9,703,714.68					12,617,611.89
Boone Valley.	4,700,105.43	8,311,986.25	1,578,109.18			68,328.85	68,328.85	1,646,438.03
Cedar Rapids, Cedar Rapids & Northern	16,468.96	13,160.70	8,336.25			2,700.00	2,700.00	6,036.25
Cedar Rapids, Garner & Northwestern.	33,163,529.34	19,704,327.91	13,463,011.43	722,613.00	912,373.14	865,912.55	1,990,912.69	15,453,944.13
Chicago, Burlington & Quincy	416,364.28	526,376.80	123,977.45			7,130.23	7,130.23	123,977.45
Chicago, Burlington & Kansas City	2,243,539.87	1,523,132.91	720,406.96			54,672.24	54,672.24	775,079.19
Kansas City, St. Joe & Council Bluffs	2,311,413.36	1,943,318.88	368,094.48					368,094.48
St. Louis, Keokuk & Northwestern.	82,801.40	25,369.70	57,431.70					57,431.70
Chicago, Ft. Madison & Des Moines.	34,569.18	52,138.07	17,568.91					17,568.91
Chicago, Iowa & Dakota.	5,834,330.78	4,252,376.79	1,581,953.99	13,403.00			13,403.00	1,595,356.99
Chicago, Great Western.	33,310,382.43	22,776,670.42	10,533,712.01	8,732.00	50,108.32	58,470.46	117,416.83	10,651,373.32
Chicago, Milwaukee & St. Paul	30,847,346.45	13,124,531.66	17,722,814.82	305,375.75	113,580.00	295,473.36	707,591.11	18,230,715.93
Chicago, Rock Island & Pacific	33,031,963.19	24,300,353.04	8,731,610.15	1,249,840.00		127,839.48	1,377,679.48	10,072,119.63
Chicago & North-Western.	10,478,636.85	6,316,608.09	4,162,028.76	73,560.00	5,630.00	66,034.55	139,234.55	4,321,123.44
Chicago, St. Paul, Minneapolis & Omaha	531,251.63	321,092.00	210,159.63			3,917.51	3,917.51	214,077.14
St. Louis & Pacific	11,465.26	17,462.40	6,997.14					6,997.14
Grand Creek.	533,223.26	331,462.36	201,760.90			216.08	216.08	201,976.98
Des Moines, Northern & Western.	2,976,468.56	1,664,353.66	1,302,104.90		32,225.00		32,225.00	1,334,329.90
Dubuque, Sioux City	7,313.91		6,031.76					6,031.76
St. Joseph, St. Louis & Pacific	193,713.83	9,326.15	184,387.68					184,387.68
Des Moines Union	2,120,573.11	1,519,178.43	601,394.68			19,035.19	19,035.19	620,429.87
Low Omaha	40,713.70	33,850.24	6,863.46			6.00	6.00	12,879.46
Albia & Centerville	15,639.20	11,863.04	3,801.33					3,801.33
Low Northern	656,598.07	388,797.03	267,801.04					267,801.04
Keokuk & Western.	200,090.55	117,863.16	82,227.39					82,227.39
Macon City & Ft. Dodge.	2,635,094.08	1,516,316.69	1,118,777.39	6,412.41	20,540.00	46,201.59	74,154.00	1,202,928.38
Minneapolis & St. Louis.	12,278.08	14,425.93	2,147.85			6.00	6.00	2,153.85
Missouri North & South	482,150.95	47,182.39	434,968.56					434,968.56
Omaha & St. Louis	223,057.85	198,670.78	24,387.07					24,387.07
St. Louis & Northern	13,453.09	6,011.41	7,441.68					7,441.68
Tabor & Northern								
Union Pacific.	14,428,763.49	10,690,927.36	3,698,836.13	163,696.25	21,945.56		185,641.81	3,884,482.94
Wabash & Western.	184,253.81	124,846.19	59,407.62					59,407.62
Winona & Western.								
NARROW GAUGE ROADS.								
Burlington & Northwestern.	91,878.75	48,165.09	43,713.66					43,713.66
Burlington & Western.	101,240.60	91,004.92	10,235.68					10,235.68
Total	\$200,720,008.89	\$131,953,998.97	\$77,771,009.03	\$1,590,925.41	\$1,394,737.91	\$3,944,194.48	\$7,739,887.90	\$268,510,896.82

• Deduct.

TABLE 14—INCOME ACCOUNT—ENTIRE LINE.

RAILROADS.	DEDUCTIONS FROM INCOME.							Net income.		Deficit.
	Interest on funded debt	Interest on interest-bearing current liabilities.	Rents.	Taxes.	Permanent improvements.	Other deductions.	Total deductions from income.			
Ames & College.	\$5,188,132.00			\$ 75.50			75.50	\$ 5,103.37		
Atchinson, Topeka & Santa Fe.	709,400.00	\$ 2,500.00	\$ 14,000.00	1,157,536.24			6,419,773.53	6,197,877.96		
Burlington, Cedar Rapids & Northern.				146,743.08			13,303.75	973,451.83	675,986.90	
Cedar Rapids, Garner & Northwestern.							2,500.00	1,030.25	1,030.25	
Chicago, Burlington & Quincy.	6,514,668.00		230,730.40	1,383,923.18	\$ 58,608.54		8,011,734.24	6,852,200.88	58,611.21	
Chicago, Burlington & Quincy.	49,200.00			10,198.27			65,398.27	284,414.13	284,414.13	
Kansas City, St. Joseph & Council Bluffs.	401,077.49		21,069.52	46,259.05			469,406.06	737,977.58	108,739.14	
St. Louis, Keokuk & Northwestern.	607,690.00	66,181.30		41,725.80			737,977.58	108,739.14		
Chicago, Ft. Madison & Des Moines.	38,265.83			5,122.33			43,388.16	1,506.92		
Chicago, Iowa & Dakota.	9,846.00			1,780.19			11,626.19	946,670.27		
Chicago Great Western.	22,427.63	156,965.09		204,000.00			583,492.72	7,575,086.83		
Chicago, Milwaukee & St. Paul.	6,890,119.69			1,198,168.40			8,078,288.09	8,416,834.93		
Chicago, Rock Island & Pacific.	3,051,381.67		430,585.44	931,933.89			4,413,900.99	7,513,377.28		
Chicago & North-Western.	6,932,704.19		21,319.62	1,192,516.48			8,553,739.35	2,489,337.73		
Chicago, St. Paul, Minneapolis & Omaha.	1,448,346.00			383,551.71			1,831,797.71	309.09		
Sioux City & Pacific.	185,379.20		30,397.85				215,777.05	6,929.94		
Crooked Creek.				1,122.44			1,122.44	132,404.00	69,730.88	
Des Moines Northern & Western.	117,320.00			15,084.00			132,404.00	571,613.12		
Dubuque & Sioux City.	609,500.00			107,491.18			716,991.18	2,731.97		
Stacyville railroad.	3,000.00			413.73			3,413.73			
Des Moines Union.	34,008.35	1,800.00		8,809.22			43,617.57	187,409.55		
Town Central.	331,829.84	1,474.66	35,460.00	65,176.62			433,940.12	5,485.88		
Albia & Centerville.				1,462.68			1,462.68	45,703.73		
Iowa Northern.	3,000.00			400.33			3,400.33	401.00		
Keokuk & Western.	82,800.00	88,365.24	3,183.96	33,236.28	29,032.44		154,007.22	488,448.61		
Mason City & Ft. Dodge.	659,540.00			10,501.88			670,041.88	14,754.16		
Minneapolis & St. Louis.				84,700.25			84,700.25	102,746.11		
Mississippi North & South.				1,506.00			1,506.00	15,670.64		
Omaha & St. Louis.	95,040.00	561.00		14,172.77	142.31		110,976.08	116.44		
Sioux City & Northern.	98,000.00	22,080.00		18,019.77	24,378.54		142,478.31			
Tabor & Northern.	3,613.59	147.86		197.97	1,668.70		5,628.12			
Tabor Pacific.										
Wabash.	2,600,195.00		703,032.55	697,183.39	185,440.65		3,925,851.49	147,936.45		
Winona & Western.				5,481.20	242.74		5,723.94	53,731.08		
NARROW GAUGE ROADS.										
Burlington & Northwestern.	16,998.90	22,153.11		1,928.08	*218.96	2,000.00	43,297.05	116.01		
Burlington & Western.	42,151.52			4,152.47			46,303.99			
Total.	\$77,556,740.46	\$ 372,779.76	\$1,479,386.31	\$7,533,251.79	\$169,628.97	\$1,061,792.90	\$17,683,549.24	\$38,056,831.40	\$23,613.82	

* War revenue tax.

TABLE 15—INCOME—

RAILROADS.	PAYMENTS FROM NET INCOME.					
	DIVIDENDS ON STOCK.				Other pay- ments.	Total.
	COMMON.		PREFERRED.			
	Rate.	Amount	Rate.	Amount		
Ames & College.....						
Atchison, Topeka & Santa Fe.....			1	\$1,141,657.00		\$ 1,141,657.00
Boone Valley.....						
Burlington, Cedar Rapids & N.....	6	\$ 330,000.00				330,000.00
Cedar Rapids, Garner & N.-W.....						1,086.25
Chicago, Burlington & Quincy.....	6	5,238,370.50				
Chicago, Burlington & K. Cy.....						
Kansas City, St. Jo & O. R.....	4.25	257,142.00				257,142.00
St. Louis, Keokuk & N.-W.....	2	108,876.00				108,876.00
Chicago, Ft. Madison & D. M.....						
Chicago, Iowa & Dakota.....						
Chicago Great Western.....			4.50	454,896.00	\$ 498,002.00	952,898.00
Chicago, Milwaukee & St. Paul.....	5	2,318,990.00	7	2,278,930.50		4,597,920.50
Chicago, Rock Island & Pacific.....	4	1,998,710.00			669,194.31	2,667,904.31
Chicago & North-Western.....	5	1,955,620.00	7	1,537,650.00		3,493,270.00
Chicago, St. Paul, Minneap. & O.....	3.50	649,285.00	7	787,976.00		1,437,261.00
Sioux City & Pacific.....			7	11,830.00		11,830.00
Crooked Creek.....						
Des Moines, Northern & Western.....						
Dubuque & Sioux City.....	3	290,988.00				
Stacyville railroad.....						
Des Moines, Union.....						
Iowa Central.....			1.50	85,005.00	12.41	85,017.41
Albia & Centerville.....	8	12,000.00				12,000.00
Iowa Northern.....						
Keokuk & Western.....	1	40,000.00				40,000.00
Mason City & Ft. Dodge.....						
Minneapolis & St. Louis.....			4.50, 5	204,583.33		204,583.33
Muscatine North & South.....						
Omaha & St. Louis.....						
St. Louis & Northern.....						
Tabor & Northern.....						
Union Pacific.....						
Wabash.....						
Winona & Western.....						
NARROW GAUGE ROADS.						
Burlington & Northwestern.....						
Burlington & Western.....						
Total.....		\$ 12,208,971.50		\$ 1,167,309.62		\$ 15,416,276.70

ENTIRE LINE.

FROM OPERATIONS YR. ENDING JUNE 30, 1899.		FROM OPERATIONS YR. ENDING JUNE 30, 1898.		FOR YEAR ENDING JUNE 30, 1899.		ON JUNE 30, 1899.	
Surplus.	Deficit.	Surplus.	Deficit.	Additions.	Deductions.	Surplus.	Deficit.
\$ 5,066,180.36		\$ 3,942,645.56			\$ 4,584,334.00	\$ 4,414,491.92	
342,986.38		2,557,752.30		\$ 53,536.78		2,954,275.48	
1,613,889.38	\$ 1,026.25	12,252,236.17		1,026.25		1,026.25	
58,611.21		61,909.33				18,866,075.55	
7,872.13		1,778,391.05				120,520.54	
918.14		910,573.20				1,783,663.18	
1,509.99	43,133.62		\$ 179,065.87		221,106.63	911,486.34	
	6,327.73	6,327.73				1,509.99	\$ 91.76
2,977,176.33		9,802,695.08				12,779,871.41	
1,145,930.72		1,154,530.01				2,800,460.73	
3,995,107.28		6,377,325.65			\$ 5,000,000.00	5,872,432.33	
1,053,076.78		3,874,881.46			420,173.00	4,506,785.19	
	11,520.01		1,912,719.23				1,924,239.24
	6,929.94		21,964.73				23,914.67
89,790.88			3,716.35			66,074.53	
274,625.12		169,950.43			2,756.06	441,819.49	
	2,731.97		183.92				2,915.89
108,481.14		639,631.53			487,315.46	254,947.21	
	6,514.12	10,863.50				3,849.88	
401.00			439.40				88.40
5,703.73		22,232.22				87,966.01	
	2,084.19		677,910.81				679,995.00
163,865.28		306,702.07				470,567.35	
	14,734.16						14,734.16
	102,746.11	1,968.56					100,757.55
	15,679.64		135,719.86				161,890.60
	116.44		10,841.98				10,958.42
147,896.45			517,189.96		591,794.45	222,430.94	
53,731.68		9,818.33				68,550.01	
116 01			128,365.23				128,349.27
	23,358.85		598,308.41				623,667.26
\$ 17,070,354.87	\$ 248,801.93	\$ 42,887,954.14	\$ 4,186,436.30	\$ 54,563.03	\$ 11,307,319.60	\$ 50,573,874.24	\$ 3,675,952.12

*Cost of construction.

TABLE 16—

RAILROADS.	PASSENGER.				
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the state.	Total passenger-revenue.
Ames & College	\$ 3,334.11				\$ 3,334.11
Atchison, Topeka & Santa Fe					23,425.78
Boone Valley	150.15				150.15
Burlington, Cedar Rapids & Northern	575,396.85	\$ 86,916.72	\$ 143,463.75	\$ 90,460.81	896,178.13
Cedar Rapids, Garner & Northwestern	1,653.94				1,653.94
Chicago, Burlington & Quincy					43,850.50
Chicago, Burlington & Kansas City					55,459.83
Kansas City, St. Joe & Council Bluffs					15,406.96
St. Louis, Keokuk & Northwestern					6,828.66
Chicago, Ft. Madison & Des Moines					512,595.27
Chicago, Iowa & Dakota					1,462,078.26
Chicago Great Western					1,743,574.46
Chicago, Milwaukee & St. Paul					1,986,759.73
Chicago, Rock Island & Pacific					171,689.23
Chicago & North-Western	955,902.71	332,081.68	211,827.18	466,948.21	194,705.88
Chicago, St. Paul, Min'n'pls & Omaha					709.01
Sioux City & Pacific	85,821.08	46,650.23	20,234.33	42,000.22	111,241.69
Crooked Creek					662,261.96
Des Moines, Northern & Western					531.63
Dubuque & Sioux City					289,678.50
Stacyville railroad					8,664.14
Des Moines Union					1,362.18
Iowa Central					132,941.96
Albia & Centerville					32,538.12
Iowa Northern					1,444.84
Keokuk & Western					76,784.14
Mason City & Ft. Dodge					23,549.25
Minneapolis & St. Louis					3,670.64
Muscatine, North & South					
Omaha & St. Louis					
Sioux City & Northern	12,033.67	3,956.87	7,559.31		
Tabor & Northern					
Union Pacific					
Wabash					53,030.10
Winona & Western					5,493.96
NARROW GAUGE ROADS.					
Burlington & Northwestern					14,552.11
Burlington & Western					15,256.48
Total	\$1,634,292.51	\$ 469,604.92	\$ 333,024.67	\$ 619,409.24	\$8,651,799.67

EARNINGS—IOWA.

EXPRESS.					Extra baggage and storage.	Mails.	Other items.	Total passenger earnings.
Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the state.	Total express				
\$ 237.60				\$ 3,892.89	\$ 237.99	\$ 5,243.28	\$ 184.80	\$ 3,334.11
131.34				227.60		171.00		33,074.74
				64,211.16		110,049.24		548.75
				131.34	22.06	19.22		1,070,438.53
				5,818.34		8,978.85		1,827.16
				5,060.76		12,753.70	51.30	59,141.69
				4,500.00	260.66	4,760.22	554.80	73,315.59
				859.43		1,810.12		25,481.73
				42,338.00	9,060.05	51,324.05		8,498.21
				168,436.80	23,560.25	237,639.30	54,963.50	615,915.37
				141,263.04	21,983.32	173,708.88		1,939,678.11
				124,425.61	42,430.81	268,085.87	2,612.40	2,080,534.70
				10,981.79	4,371.25	24,377.66		2,424,314.47
				6,986.76	3,333.09	24,003.44	191.42	211,199.33
						708.80		239,710.59
				9,000.00	2,491.74	13,109.24	119.47	1,410.81
				58,440.00	21,097.09	92,558.54	908.79	125,961.54
				240.00	23.80	841.52		585,280.33
								1,146.95
				14,402.40	5,011.60	44,637.00	640.73	254,365.23
				300.00	198.36	1,164.00		9,726.50
								1,392.18
				1,240.66	1,069.32	4,367.43		182,941.96
				13,797.36	2,182.33	21,693.23	247.01	29,335.53
				194.78	18.36			138,841.71
				4,004.92	798.07	16,037.17		1,687.97
				939.84	419.46	6,531.34		97,624.90
				203.67	75.14	433.24		31,439.79
								4,432.69
				2,587.50		17,898.60	894.09	74,410.29
				181.65		1,688.04	35.11	7,358.66
				918.00	160.60	3,722.62	83.77	19,437.10
				1,782.00	147.91	4,612.79	8.50	21,907.68
\$ 358.94				\$ 687,384.20	\$ 149,074.45	\$ 1,135,817.44	\$ 61,489.69	\$ 10,685,565.55

TABLE 17—EARNINGS—IOWA—CONTINUED.

RAILROADS.	FREIGHT.					Stock yards.	Elevators.	Other items.	Total freight earnings.	Total passenger and freight earnings.
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the State.	Total freight revenue.					
Ames & College.	\$ 1,379.09	.....	.....	\$ 465.67	\$ 1,844.76	\$ 5,178.87
Atchison, Topeka & Santa Fe.	84,487.38	\$180.06	.....	173.02	84,780.46	117,505.20
Boone Valley.	11,093.63	.....	.....	.....	11,093.63	11,642.38
Burlington, Cedar Rapids & Northwestern.	\$ 727,011.31	\$ 1,137,431.53	\$ 666,564.37	\$ 603,968.53	3,324,955.98	.....	.....	.....	3,324,955.98	4,395,394.39
Cedar Rapids, Garner & Northwestern.	14,659.79	.....	.....	.....	14,659.79	16,486.95
Chicago, Burlington & Quincy.
Chicago, Burlington & Kansas City.
Kansas City, St. Joe & Council Bluffs.
St. Louis, Keokuk & Des Moines.
Chicago, F. & Madison & Des Moines.
Chicago, Iowa & Dakota.
Chicago Great Western.
Chicago, Milwaukee & St. Paul.
Chicago, Rock Island & Pacific.
Chicago & North-Western.
Chicago, St. Paul, Minneapolis & Omaha.	1,391,996.01	2,746,440.11	1,817,798.78	1,659,404.39	599,210.76	.....	.....	1,142.39	599,460.17	10,044,096.24
Chicago City & Pacific.	217,250.53	.....	.....	249.41	217,251.95	780,690.10
Crooked Creek.
Des Moines Northern & Western.
Dubuque & Sioux City.
Stacyville Railroad.
Des Moines Union.
Iowa Central.
Albia & Centerville.
Iowa Northern.
Keokuk & Western.
Mason City & Ft. Dodge.
Minneapolis & St. Louis.
Muscatine North & South.
Omaha & St. Louis.
Sioux City & Northern.
Tabor & Northern.
Union Pacific.
Wabash.
Winona & Western.
NARROW GAUGE ROADS.
Burlington & Northwestern.
Burlington & Western.
Total.	\$5,294,785.53	\$8,087,239.89	\$3,759,137.60	\$1,295,409.42	\$31,377,169.49	\$180.06	\$ 1,176.00	\$ 3,773.36	\$31,636,706.95	\$12,311,966.50

TABLE 18—EARNINGS—IOWA.

RAILROADS.	OTHER EARNINGS FROM OPERATION.								Total gross earnings from operation—Iowa.
	Switching charges—balance.	Car mileage—credit—balance.	Fire of equipment—balance.	Telegraph.	Rents from tracks, yards and terminals.	Rents not otherwise provided for.	All other service.	Total other earnings.	
Ames & College.	\$ 79.97		\$ 491.60	\$ 180.53		\$ 377.82	\$ 125.63	\$ 1,241.38	\$ 5,178.87
Archives, Tipton & Santa Fe.									119,059.53
Bureau Valley.									11,613.38
Burlington, Cedar Rapids & Northern.					\$ 6,000.00			6,000.00	4,401,394.82
Chicago, Great Western.									16,456.95
Chicago, Rock Island & Pacific.									15,337,682.00
Chicago, Burlington & Quincy.									193,103.91
Chicago, Burlington & Kansas City.									193,900.41
Kansas City, St. Jo & Council Bluffs.									87,538.18
St. Louis, Keokuk & Northwestern.									82,961.40
Chicago, Ft. Madison & Des Moines.									31,989.18
Chicago, Iowa & Dakota.									29,230,553.63
Chicago, Great Western.						3,410.00	4,153.00	7,563.00	9,549,285.49
Chicago, Milwaukee & St. Paul.				7,889.53	9,693.18	14,661.92		36,755.02	6,504,404.01
Chicago, Rock Island & Pacific.				8,738.29	18,654.81	7,293.58	73.36	11,813.17	10,055,909.51
Chicago & North Western.				4,477.45	4,777.45	692.54		110,228.18	770,433.97
Chicago, St. Paul, Minneapolis & Omaha.	\$ 10,918.60	\$ 1,306.56		4,916.89	4,916.89	2,433.41	706.83	9,383.71	456,286.26
St. Louis & Pacific.									11,563.00
Crookston Creek.									523,223.26
Des Moines, Northern & Western.				1,475.24		1,193.34		5,949.87	2,943,615.73
Dubuque & Sioux City.		3,359.29	73.00	109.78	23,136.51	3,893.60		26,539.89	7,210.91
Siouxville railroad.						1.32		1.32	91,696.08
Des Moines Union.									1,588,674.04
Iowa Central.				1,133.87		60.00	368.25	1,563.12	40,813.70
Albia & Centerville.						81.59		81.59	15,959.59
Iowa Northern.									388,825.98
Keokuk & Western.									299,090.85
Mason City & Ft. Dodge.						168.35		168.35	469,196.97
Minneapolis & St. Louis.						412.00		7,319.24	12,284.06
Muscatine North & South.					3,120.00	6.00		6.00	231,775.63
Omaha & St. Louis.									261,719.90
Sioux City & Northern.	3,068.50	4,080.07					961.41	7,068.98	13,423.09
Tabor & Northern.				239.37				239.37	448,450.63
Union Pacific.									179,888.24
Wabash.		387.36		200.88				588.24	38,350.99
Winona & Western.									91,578.75
NARROW GAUGE ROADS.									101,240.06
Burlington & Northwestern.									129,524.78
Burlington & Western.									48,466,158.44
Total.	\$ 18,743.23	\$ 8,893.80	\$ 554.60	\$ 14,905.46	\$ 69,646.84	\$ 84,054.97	\$ 10,233.73	\$ 129,524.78	

*Estimated. †Debit.

TABLE 10—EARNINGS—ENTIRE LINE.

RAILROADS.	PASSENGER REVENUE.			PASSENGER EARNINGS.			Extra bar and storage.	Other items.	Total passenger earnings.
	Total.	Deduct: Account of pay-ments, tickets, etc.	Net revenue.	Mails.	Express.	Extra bar and storage.			
Ames & College	\$ 3,324.11		\$ 3,324.11		\$ 883,746.33	\$ 84,771.06		\$ 41,999.86	\$ 7,198,390.85
Achison, Topeka & Santa Fe	5,533,474.65		5,533,474.65		237.00				548.75
Beene Valley	150.15		150.15		73,076.44				1,162,405.68
Burlington, Cedar Rapids & Northern	983,492.87	\$ 24,615.96	958,876.91		131.24	25,601.23			1,827.16
Cedar Rapids, Garner & Northwestern	1,659.94		1,659.94		745,454.56			74,704.69	9,433,781.20
Chicago, Burlington & Quincy	7,025,497.84		7,025,497.84		11,700.00	145,594.58		25.35	125,858.75
Chicago, Burlington & Kansas City	93,296.95		93,296.95		812,896.41	12,571.68		842.00	812,896.41
Kansas City, St. Joe & Council Bluffs	693,247.98		693,247.98		45,499.98	9,884.40		5,278.97	690,459.78
St. Louis, Keokuk & Northwestern	15,403.95		15,403.95		4,500.00	200.66		554.80	25,431.73
Chicago, Ft. Madison & Des Moines	6,628.66		6,628.66		339.43				8,498.31
Chicago, Iowa & Dakota	1,057,980.36		1,057,980.36		54,000.00	18,298.03		98,789.73	1,361,468.30
Chicago, Great Western	6,778,921.30		6,778,921.30		720,000.00	155,397.86		434,581.53	9,304,240.14
Chicago, Milwaukee & St. Paul	4,986,605.30		4,986,605.30		400,300.01	87,327.65			6,069,431.63
Chicago, Rock Island & Pacific	8,017,243.74		8,017,243.74		571,881.07	167,169.59		19,230.00	9,860,771.51
Chicago & North-Western	2,157,373.55		2,157,373.55		161,323.56	52,665.60			2,557,302.65
Chicago, St. Paul, Minneapolis & Omaha	233,436.21		233,436.21		8,985.13	4,343.35		235.00	234,471.51
St. Louis & Pacific	702.01		702.01		708.90				1,410.81
Crooked Creek	111,241.09		111,241.09		13,109.24	2,491.74		119.47	135,961.54
Des Moines, Northern & Western	711,340.86		711,340.86		60,760.00	21,318.89		914.77	846,630.33
Dubuque & Sioux City	560.76		560.76		240.00	33.50			1,146.95
Siacyville Railroad									
Des Moines Union	574,223.39		574,223.39		17,700.00	6,964.87		799.93	425,483.23
Iowa Central	8,153.45		8,153.45		300.00	138.36			9,726.50
Albia & Centerville	1,892.18		1,892.18						1,892.18
Iowa Northern	165,674.14		165,674.14		8,486.19	4,577.55			204,681.76
Keokuk & Western	32,638.13		32,638.13		1,246.65	1,089.33			33,883.53
Mason City & Ft. Dodge	500,485.98		500,485.98		45,696.65	10,681.97		920.46	606,177.73
Minneapolis & St. Louis	1,460.44		1,460.44		194.78	18.35			1,657.97
Muscatine North & South	160,333.87		160,333.87		24,863.50	1,736.41			212,888.33
Omaha & St. Louis	27,800.23		27,800.23		8,147.76	682.27			37,443.74
St. Louis & Northern	3,670.64		3,670.64		263.67	76.14			4,432.69
Tabor & Northern									
Union Pacific	4,188,033.05		4,188,033.05		383,713.91			114,867.47	4,676,613.43
Wabash	26,804.17		26,804.17		875.00				35,377.05
Winona & Western	14,532.11		14,532.11		918.00	160.00		83.77	19,437.10
Wabash & Northwestern	15,256.48		15,256.48		1,783.00	147.91		8.50	21,897.88
Burlington & Northwestern									
Burlington & Western									
Total	\$ 44,546,706.92	\$ 791,578.86	\$ 43,755,128.06	\$ 84,596,808.37	\$ 4,519,076.18	\$ 814,716.63		\$ 793,887.35	\$86,407,661.41

TABLE 20—EARNINGS—ENTIRE LINE.

RAILROADS.	FREIGHT EARNINGS.									
	FREIGHT REVENUE.					LESS REPAYMENTS.				
	Total freight receipts.	Over charge to shippers.	Other repayments.	Total deductions.	Net revenue.	Stockyards.	Elevators.	Other items.	Total freight earnings.	Total passenger and freight earnings.
Ames & College.	\$ 1,379.09				\$ 1,379.09				\$ 1,814.70	\$ 6,178.57
Achison, Topeka, & Santa Fe.	19,926,727.00	743,983.64		743,983.64	19,182,041.36	\$ 29,557.68			19,211,600.28	26,435,312.75
Boone Valley.	11,093.63				11,093.63				11,093.63	11,093.63
Burlington, Cedar Rap. & Nor.	3,627,699.75				3,627,699.75				3,627,699.75	4,761,105.48
Cedar Rapids, Garner & N. W.	14,659.79				14,659.79				14,659.79	16,493.93
Chicago, Burlington & Quincy.	22,736,132.15				22,736,132.15	80,937.91			22,736,132.15	23,000,000.00
Chicago, Bur. & Kan. City.	280,026.01				280,026.01				280,026.01	280,026.01
Kansas City, St. Jo. & O. B.	1,327,068.75				1,327,068.75				1,327,068.75	1,327,068.75
St. Louis, Keokuk & N. W.	67,379.67				67,379.67				67,379.67	67,379.67
Chicago, Ft. M. & Des Moines.	25,618.32				25,618.32				25,618.32	25,618.32
Chicago, Great Western.	4,475,096.15				4,475,096.15				4,475,096.15	4,475,096.15
Chicago, Milwaukee & St. P.	28,773,222.43				28,773,222.43				28,773,222.43	28,773,222.43
Chicago, Rock Island & Pac.	14,392,339.46				14,392,339.46				14,392,339.46	14,392,339.46
Chicago & North-Western.	30,865,402.48				30,865,402.48				30,865,402.48	30,865,402.48
Chicago, St. Paul, Minn. & O.	7,067,071.65				7,067,071.65				7,067,071.65	7,067,071.65
St. Louis & Pacific.	250,155.14				250,155.14				250,155.14	250,155.14
Crooked Creek.	10,154.19				10,154.19				10,154.19	10,154.19
Des Moines Northern & West.	281,311.55				281,311.55				281,311.55	281,311.55
Dubuque & Sioux City.	2,118,161.32				2,118,161.32				2,118,161.32	2,118,161.32
Stacyville railroad.	6,070.61				6,070.61				6,070.61	6,070.61
Des Moines Union.	1,764,818.40				1,764,818.40				1,764,818.40	1,764,818.40
Iowa Central.	38,385.65				38,385.65				38,385.65	38,385.65
Albia & Centerville.	14,307.21				14,307.21				14,307.21	14,307.21
Iowa Northern.	347,354.93				347,354.93				347,354.93	347,354.93
Keokuk & Western.	199,576.97				199,576.97				199,576.97	199,576.97
Mason City & Ft. Dodge.	1,925,628.61				1,925,628.61				1,925,628.61	1,925,628.61
Manassas & St. Louis.	10,976.19				10,976.19				10,976.19	10,976.19
Mescaline North & South.	274,324.58				274,324.58				274,324.58	274,324.58
Omaha & St. Louis.	293,255.74				293,255.74				293,255.74	293,255.74
Sioux City & Northern.	8,778.99				8,778.99				8,778.99	8,778.99
Tabor & Northern.	10,000.68				10,000.68				10,000.68	10,000.68
Union Pacific.	147,009.71				147,009.71				147,009.71	147,009.71
Wabash.	72,141.65				72,141.65				72,141.65	72,141.65
Winona & Western.	79,432.38				79,432.38				79,432.38	79,432.38
NARROW GAUGE ROADS.										
Burlington & Northwestern.										
Burlington & Western.										
Total.	\$152,387,626.73	\$2,542,906.75	\$1,196,984.41	\$3,739,971.16	\$140,510,109.22	\$101,373.30	\$52,297.90	\$286,576.33	\$150,650,415.75	\$207,058,077.19

TABLE 21—EARNINGS FROM OPERATION—ENTIRE LINE—CONTINUED.

RAILROADS.	OTHER EARNINGS FROM OPERATION.										Total gross earnings from operation—entire line	Proportion of gross earnings from operation—lowa.
	Switching charges—	Car mileage—	Hire of equip-ment—bal-ance.	Telegraph companies.	Rents from tracks, yards and terminals.	Rents not otherwise provided for.	Other sources	Total other earnings.				
Ames & College	\$ 13,174.59	.....	.....	.....	.....	.....	\$ 23,533.29	\$ 349,018.84	.....	\$ 5,173.87	\$ 20,804,321.57	\$ 5,173.87
Atchison, Topeka & Santa Fe	.....	.....	\$ 103,474.46	\$ 41,028.37	\$ 53,937.96	\$ 35,801.15	.....	.....	.....	.....	119,063.53	119,063.53
Boone Valley	.....	.....	.....	.....	6,000.00	.....	.....	6,000.00	.....	.....	11,642.38	11,642.38
Burlington, Cedar Rapids & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4,766,105.43	4,766,105.43
Cedar Rapids, Garner & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	16,486.35	16,486.35
Chicago, Burlington & Quincy	333,189.65	.....	.....	.....	63,793.08	306,510.17	240,153.09	923,677.99	.....	.....	33,167,933.24	33,167,933.24
Chicago, Burlington & Kansas City	151.00	.....	.....	1,450.83	.....	1,304.83	2,666.76	5,429.52	.....	.....	416,351.28	416,351.28
Chicago, Burlington & O. B.	181.90	.....	.....	4,964.37	72,101.44	25,238.11	775.86	103,954.68	.....	.....	2,244,339.87	2,244,339.87
Kansas City, St. Joseph & C. B.	.....	.....	.....	2,337.06	138,182.10	16,301.56	2,886.63	170,610.93	.....	.....	2,541,413.36	2,541,413.36
St. Louis, Keokuk & Northwestern	10,903.57	.....	.....	.....	.....	.....	.....	.....	.....	.....	87,536.48	87,536.48
Chicago, Ft. Madison & Des Moines	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	81,361.40	81,361.40
Chicago, Iowa & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	34,869.18	34,869.18
Chicago Great Western	.....	.....	.....	23,694.47	931.68	7,588.33	8,910.72	17,460.73	.....	.....	5,864,336.78	5,864,336.78
Chicago, Milwaukee & St. Paul	.....	.....	.....	7,472.59	158,178.61	108,589.51	.....	141,233.98	.....	.....	38,810,333.49	38,810,333.49
Chicago, Rock Island & Pacific	.....	.....	.....	.....	.....	.....	.....	263,349.39	.....	.....	9,546,285.49	9,546,285.49
Chicago & North-Western	.....	.....	.....	.....	22,631.43	56,291.93	14,633.17	105,605.53	.....	.....	20,647,516.48	20,647,516.48
Chicago, St. Paul, Minn. & Omaha	.....	.....	.....	.....	25,209.15	14,198.19	.....	82,767.04	.....	.....	39,031,533.19	39,031,533.19
Sioux City & Pacific	\$ 43,339.70	.....	.....	.....	14,630.53	2,666.41	884.16	20,303.92	.....	.....	10,476,096.98	10,476,096.98
Sioux City & Pacific	2,131.83	.....	.....	.....	.....	.....	.....	.....	.....	.....	531,361.63	531,361.63
Crooked Creek	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	11,565.00	11,565.00
Des Moines Northern & Western	3,358.29	.....	73.00	1,425.24	.....	1,193.34	.....	6,949.87	.....	.....	523,223.28	523,223.28
Dubuque & Sioux City	.....	.....	.....	109.78	22,136.51	3,393.60	.....	26,539.89	.....	.....	2,970,456.56	2,970,456.56
Stacyville railroad	.....	.....	.....	.....	.....	1.32	.....	1.32	.....	.....	7,210.91	7,210.91
Des Moines Union	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	91,696.06	91,696.06
Iowa Central	.....	.....	.....	1,293.57	.....	60.00	471.91	1,821.56	.....	.....	2,120,976.11	2,120,976.11
Albia & Centerville	.....	.....	.....	.....	.....	81.59	.....	81.59	.....	.....	1,688,971.04	1,688,971.04
Iowa Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	40,813.70	40,813.70
Keokuk & Western	16,844.59	.....	2,119.57	1,071.24	11,800.00	.....	2,636.58	34,471.98	.....	.....	15,669.39	15,669.39
Mason City & Ft. Dodge	.....	.....	.....	.....	.....	163.85	.....	163.85	.....	.....	286,906.67	286,906.67
Minneapolis & St. Louis	28,639.53	10,645.26	13,475.63	.....	130,993.35	.....	1,976.07	175,693.68	.....	.....	200,960.85	200,960.85
Muscatape, North & South	.....	.....	.....	.....	.....	6.00	.....	6.00	.....	.....	12,231.08	12,231.08
Omaha & St. Louis	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	482,150.05	482,150.05
Sioux City & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	231,776.63	231,776.63
Tabor & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	538,037.85	538,037.85
Union Pacific	2,614.00	5,027.53	.....	239.37	.....	.....	1,097.94	8,739.37	.....	.....	13,431.09	13,431.09
Wabash	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	14,458,733.49	14,458,733.49
Winona & Western	.....	1,806.92	.....	987.57	64,779.34	.....	169.12	64,779.34	.....	.....	184,363.81	184,363.81
NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	91,578.75	91,578.75
Burlington & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	101,240.06	101,240.06
Burlington & Western	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	\$ 413,457.04	\$ 83,133.14	\$ 13,142.64	\$ 95,040.66	\$ 795,408.19	\$ 732,971.03	\$ 805,712.19	\$ 25,544,865.80	\$ 290,664,568.85	\$ 249,353,490.31	.....	.....

*Train mileage basis. †Estimated.

TABLE 22—OPERATING EXPENSES—IOWA.

RAILROADS.	MAINTENANCE OF WAY AND STRUCTURES.									
	Repairs of roadway.	Renewal of rails.	Renewal of ties.	Repairs and renewals of bridges and culverts.	Repairs and renewals of fences, roads and cattle guards.	Repairs and renewals of buildings and fixtures.	Repairs and renewals of docks and wharves.	Repairs and renewals of telegraph and print'g.	Other ex- penses.	Total.
Ames & College	121.54									142.99
Ash Grove	10,855.78	291.00	2,211.86	3,174.01	548.39	1,779.87		151.64	13.40	18,755.72
Burlington	2,605.09					195.25				1,047,948.15
Cedar Rapids, Cedar Rapids & Nor.										2,823.97
Chicago, Burlington & Quincy										
Chicago, Burlington & Kan. Cy										
St. Louis, Keokuk & Des Moines	15,147.51	133.47	9,662.50	1,633.17	470.16	302.59			2,696.26	30,004.51
Chicago, Iowa & Dakota	8,217.52		1,230.04	680.97	556.55	972.83				5,758.94
Chicago Great Western	210,176.76	14,495.80	68,181.53	70,245.42	7,322.79	22,119.37		3,602.77	3,510.62	263,867.73
Chicago, Milwaukee & St. Paul	677,518.04	156,893.95	206,860.15	297,431.16	43,763.12	141,314.57		11,280.35	1,156.05	2,107,211.24
Chicago, Rock Island & Pacific	445,303.60	187,145.85	100,553.82	108,893.93	83,622.71	103,439.03		7,451.02	1,024.55	830,561.55
Chicago & North-Western	598,575.50	48,351.59	105,374.20	120,027.50	29,406.54	124,124.52	\$ 15,009.83	4,851.13	1,024.55	1,097,625.27
Chicago, St. Paul, Minn. & Omaha	67,292.48	4,814.43	11,652.20	23,425.14	1,482.10	11,097.47	\$ 581.61	1,600.68	47.35	119,174.05
St. Louis & Pacific	16,438.42	2,109.89	6,257.37	1,953.47	692.48	4,046.63		731.92	201.44	30,436.20
Orograph Creek	2,546.23	865.00	186.75	500.82	492.24	81.76		558.39		4,092.80
Des Moines Northern & Western	64,642.71	2,813.67	8,107.82	4,389.09	212.28	5,474.03		810.04	1,403.87	85,916.47
Prairie & Sioux City	205,846.10	40,923.21	41,550.01	67,429.37	10,144.43	40,558.03		2,946.71		417,890.50
Stacyville railroad.				41.77		27.53		9.46		16,141.44
Des Moines Union	1,168.55	1,066.57	3,550.91	45,305.01	603.95	1,856.73		373.24		16,141.44
Iowa Central	143,946.98	4,959.80	74,762.88	1,876.64	1,876.64	21,781.01		3,153.33		296,349.49
Albia & Centerville	6,479.48		6,758.20	1,892.14	223.47	430.08		3.66		14,783.13
Iowa Northern	4,170.48	1,112.21	435.09							3,494.37
Keokuk & Western	35,890.40	221.53	14,065.38	4,037.59	6,893.72	6,878.08		693.96	1,014.96	74,504.92
Mason City & Ft. Dodge	30,092.45	291.48	13,094.42	2,975.18	1,131.60	1,308.13		278.06		49,050.32
Minneapolis & St. Louis	45,358.74	8,318.95	5,916.87	13,956.52	2,042.87	7,586.87		48.50		59,236.30
Missouri North & South	1,420.36			291.17	109.40	242.06				2,060.84
Omaha & St. Louis	25,069.04		8,534.38	14,085.49	513.75	6,594.12		983.37		52,030.54
St. Louis & Northern	17,069.08		5,000.17	8,316.28	498.34	5,301.87		314.00	1,914.13	39,785.37
Tabor & Northern	778.51	673.61	1,329.43	1,017.48	70.63	79.80				3,949.47
Union Pacific										
Wabash	38,273.44	10,981.56	14,484.97	14,151.03	462.82	4,100.45		62.25	2,519.10	85,486.76
Winona & Western	4,921.67		2,754.56	1,620.58	57.95	490.58		2.82		9,928.33
NARROW GAUGE ROADS.										
Burlington & Northwestern	7,482.80	10.68	1,381.00	835.50	499.13	4,122.05		166.08	5.87	14,505.53
Burlington & Western	14,269.54	4,771.67	2,307.29	6,404.88	562.62	2,666.30		47.19	0.60	31,066.58
Total	\$2,696,971.90	\$200,095.00	\$704,517.78	\$768,940.36	\$182,060.84	\$583,241.04	\$10,091.44	\$71,500.23	\$2,005,000.04	\$6,034,079.90

*Credit.

TABLE 23—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	MAINTENANCE OF EQUIPMENT.									
	Superintend- ence.	Repairs and re- newals of lo- comotives.	Repairs and re- newals of pas- senger cars.	Repairs and re- newals of fre- ight cars.	Repairs and re- newals of work cars.	Repairs and re- newals of ma- chine equipmt.	Repairs and re- newals of shop, machin- ery and tools.	Stationery and printing.	Other expenses.	Total.
Ames & College.										
Atchafalpa, Topeka & Santa Fe.	\$ 178.98	\$ 118.86	\$ 242.03	\$ 5712.86	\$ 242.03	\$ 339.03	\$ 380.53	\$ 7.50	\$ 178.33	\$ 887.70
Boone Valley.		5,632.57	1,167.72					16.45		13,429.66
Burlington, Cedar Rapids & Northern.										
Cedar Rapids, Garner & Northwestern.										
Chicago, Burlington & Quincy		75.75		59.47					89.76	585,555.53
Chicago, Burlington & Kansas City										284.96
Kansas City, St. Joseph & Council Bluffs										
St. Louis, Keokuk & Northwestern.										
Chicago, Ft. Madison & Des Moines.	300.00	2,849.25	680.37	1,085.65			74.51			4,879.79
Chicago, Iowa & Dakota.		1,643.26	59.84	8.15			4.07			2,843.14
Chicago Great Western.	3,105.50	184,122.04	22,268.79	105,743.51			3,201.79	2,943.82	7,775.83	284,087.11
Chicago, Milwaukee & St. Paul	63,443.46	314,767.08	185,601.04	407,884.73	9,183.58		23,061.94	3,110.66	19,953.79	979,383.14
Chicago, Rock Island & Pacific.	14,670.84	210,855.02	64,684.16	283,823.01	7,536.79		23,778.71	2,853.93	23,903.33	503,104.41
Chicago & North-Western.	62,469.28	435,575.25	127,953.24	470,569.62	24,233.69	\$38.30	25,470.56	6,940.68	32,101.13	1,083,175.45
Chicago, St. Paul, Minneapolis & Omaha.	4,241.73	31,271.13	15,733.31	59,783.69	1,671.43		3,209.71	43.02	1,827.42	88,574.01
Sioux City & Pacific	4,664.07	4,916.31	3,452.57	7,660.69	319.85		4,568.25	331.53	943.76	28,574.45
Crooked Creek		1,261.07	1,717.57	10,507.02	92.45		35.26	118.70		24,097.84
Des Moines Northern & Western	7,672.50	15,622.20	2,501.93	91,217.44	2,871.69		8,923.22	785.96	5,011.09	254,983.16
Dubuque & Sioux City	46.10	111,173.58	26,509.53	91,217.44	43.67		2,390.17	6.91	923.00	8,760.75
Stacyville railroad.	2,000.00	2,441.93		323.77						
Des Moines Union.	11,365.26	50,041.94	17,236.68	57,845.31	2,023.23		5,669.21	336.63	8,702.50	140,119.25
Iowa Central		1,513.34	401.55	1,568.11						4,473.00
Auburn & Centerville.										
Iowa Northern.	1,224.00	13,540.10	4,977.41	25,459.10	451.95		22.53	100.98	843.30	48,923.29
Keokuk & Western		6,469.40	2,691.08	5,174.43			32.59	93.52	15,498.35	28,408.34
Mason City & Pacific.		2,334.75	3,674.27	15,533.96	613.62		4,342.69	211.07	539.68	54,995.09
Minneapolis & St. Louis	1,502.98	23,384.75	8,074.27	73,734.24				1.07		515.70
Minneapolis North & South.		8,524.12	3,251.39	2,252.84	539.27		619.59	53.04	1,243.83	19,244.33
Omaha & St. Louis	688.75	8,560.20	1,681.90	19,172.97			976.45			30,573.23
Sioux City & Northern.				70.71	.21					
Union & Northern		53.72	78.08							181.72
Union Pacific										
Wabash	1,439.71	19,547.96	3,693.53	5,790.98	116.07		1,884.74	60.87	2,113.56	26,317.97
Winona & Western	348.77	1,017.18	201.91	1,141.61			51.13	7.30		2,867.95
WYOMING SNOW GAUGE ROAD.										
Burlington & Northwestern.	339.00	1,503.26	373.93	1,599.07	63.97		53.19	2.41	80.23	4,084.84
Burlington & Western.	881.00	5,742.31	572.08	2,311.15	58.90		154.75	2.41	141.49	10,844.13
Total.	\$180,968.40	\$1,207,876.00	\$445,113.18	\$1,554,849.41	\$60,633.40	\$53,303.08	\$31,817.17	\$81,016.457	\$84,468,800.82	

* Equipment rented.

TABLE 24—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION.									
	Superintendent- ence.	Engine and men. roundhouse	Fuel for loco- motive.	Water supply for loco-mo- tives.	Oil, tallow and waste for loco-mo- tives.	Other sup- plies for lo- comotives.	Train service.	Train sup- plies and expenses.	Switchmen, men, and flag- men.	Telephone ex- penses.
Ames & College.	\$ 240.00	\$ 474.60	\$ 664.70	\$ 73.00	\$ 70.00		\$ 565.00		\$ 490.00	
Atchison, Topeka & Santa Fe.	1,180.69	8,314.14	6,903.97	567.23	213.54	\$ 105.18	\$ 8,860.77	\$ 1,324.98	\$ 2,312.33	\$ 1,763.95
Boone Valley.										
Burlington, Cedar Rapids & Nor- western.										
Cedar Rapids, Garner & N. W.										
Chicago, Burlington & Quincy.	1,967.53	1,480.94					1,381.25			
Chicago, Burlington & Kan. City.										
Kansas City, St. Jo & C. B.										
St. Louis, Keokuk & N. W.										
Chicago, Ft. Mad. & Des Moines.	600.00	5,189.23	6,864.33	550.17	138.06	72.21	4,842.94	2,143.71	81.12	1,056.34
Chicago, Iowa & Dakota.		2,386.43	2,380.21	8.30	239.38	49.74	1,681.80	14.98		
Chicago Great Western.	12,435.20	126,136.59	285,907.04	13,564.81	9,322.30		127,137.84	23,857.29	51,724.30	45,206.17
Chicago, Milwaukee & St. Paul.	115,430.43	683,736.53	702,144.26	21,720.48	18,758.18		546,906.51	66,831.57	237,637.80	137,680.94
Chicago, Rock Island & Pacific.	70,216.86	307,115.21	240,705.02	24,103.43	9,096.61		305,153.93	74,693.97	100,006.34	84,243.56
Chicago & Northwestern.	86,319.60	656,664.96	577,517.46	23,663.30	20,722.39		473,696.84	78,064.07	232,866.79	125,433.11
Chicago, St. Paul, Minn. & O.	7,190.71	38,731.97	46,100.00	2,056.39	1,329.03		28,743.43	5,026.55	10,391.08	7,932.21
St. Louis & Pacific.	1,346.41	29,317.25	28,163.14	1,263.51	1,068.03	52.36	20,541.63	5,076.64	9,563.23	4,796.01
Crooked Creek.		3,043.31	2,219.40	60.31						
Des Moines Northern & Western.	7,624.68	20,105.43	23,077.83	2,993.05	768.54	84.29	14,733.19	900.13		6,004.23
Dubuque & Sioux City.	49,504.92	186,792.79	113,777.92	10,037.93	6,072.54	3,676.53	111,913.61	31,913.61	85,071.3	31,256.53
Stacyville Railroad.	113.38	1,549.17	707.84	8.27	29.23	33.18	654.60	64.68		243.55
Des Moines Union.	980.00	11,005.30	3,698.35	1,580.10	1,971.91		5,507.09	350.00	13,876.00	
Iowa Central.	23,248.18	126,414.96	108,409.54	7,599.65	4,539.91	2,295.88	79,879.11	9,890.90	27,635.88	26,247.51
Albia & Centerville.		3,147.60	2,881.33	443.80	374.57	23.10	2,591.75	74.29		723.23
Iowa Northern.		1,815.05	1,815.05				3,094.00			
Keokuk & Western.	6,739.00	25,438.31	21,220.18	2,164.80	1,211.90	534.88	18,333.06	2,311.97	3,243.19	7,319.33
Mason City & Ft. Dodge.		8,077.87	10,666.82	911.53	747.02		4,913.51	274.75		2,361.78
Minneapolis & St. Louis.	781.40	33,665.40	30,740.77	2,382.88	1,316.96	404.01	21,311.77	4,611.96	4,914.39	7,644.38
Muscatine North & South.	713.83	2,361.60	1,163.58	213.02	66.25	15.58	1,517.58	73.84		613.47
Omaha & St. Louis.	5,133.94	24,867.77	25,741.35	1,791.23	942.53	519.97	14,764.61	4,805.01	3,547.59	2,064.33
Sioux City & Northern.		2,067.09	11,493.15	16,900.53			6,544.99	1,791.00	4,230.23	3,543.99
Tabor & Northern.		1,263.98	1,672.18		81.53	17.58	401.15			57.63
Union Pacific.										
Wabash.		18,064.77	11,933.60	1,105.56	630.43	213.19	10,740.36	648.24	4,917.51	6,097.02
Winona & Western.	809.84	2,245.23	3,099.21	17.65	146.01	14.78	1,438.33	943.35	199.80	320.68
WARROW GAUGE ROADS.										
Burlington & Northwestern.	1,293.00	3,934.87	2,149.45	313.69	52.16	56.26	2,003.53	671.60	543.57	840.66
Burlington & Western.	1,550.13	9,469.07	8,581.00	1,140.39	294.73	99.61	7,485.84	1,314.05	1,381.19	1,011.23
Total.	\$ 351,069.54	\$2,505,771.19	\$2,251,186.90	\$49,119.50	\$78,527.78	\$23,141.10	\$1,862,921.14	\$214,816.20	\$719,551.13	\$394,568.77

TABLE 25—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION—CONTINUED.									
	Station serv- ice.	Station sup- plies.	Switching charges— balance.	Car mileage balance.	Hire of equip- ment.	Loss and dam- age.	Injuries to persons.	Clearing wrecks.	Operat'g ma- chine equip- ment.	Advertising.
Ames & College	\$ 4,214.69	\$ 420.29		\$ 1,900.96		\$ 683.31	\$ 692.69	\$ 75.08		\$ 288.69
Atchison, Topeka & Santa Fe.....										
Boone Valley.....										
Burlington, Cedar Rapids & Northern.....										
Cedar Rapids, Garner & Northwestern.....	822.00	277.00		157.31	105.00	51.14				
Chicago, Burlington & Quincy.....										
Chicago, Burlington & Kansas City.....										
Kansas City, St. Jo & Council Bluffs.....										
St. Louis, Red Oak & Northwestern.....										
Chicago, Ft. Madison & Des Moines.....	6,038.60	287.38	949.15	1,116.86	136.06	98.40	542.50	49.15		64.25
Chicago, Iowa & Dakota.....	12,652.80	200.17	100.88	14.21			650.82			18,202.60
Chicago Great Western.....	137,546.10	12,725.54	69,515.04	49,088.08	302.28	19,247.56	25,211.06	4,656.70		18,202.60
Chicago, Milwaukee & St. Paul.....	128,434.63	48,314.77	81,963.90	65,361.83		36,773.05	49,850.02	6,054.76		18,202.60
Chicago, Rock Island & Pacific.....	179,578.54	16,043.10		94,817.03		31,712.50	64,108.48			25,869.98
Chicago & North-Western.....	387,586.93	26,730.62	45,770.83	40,241.12	1,450.84	35,727.18	81,185.75	5,393.47	805.57	24,861.80
Chicago, St. Paul, Minneapolis & Omaha.....	25,423.27	2,791.68	400.25			1,863.90	2,611.87	323.04		669.90
St. Louis City & Pacific.....	24,946.17	2,542.10	5,257.11		11,195.29	1,319.36	7,681.18	86.63		682.27
Greenwood Creek.....	11.35					35.32				
Des Moines, Northern & Western.....	15,638.64	1,217.89	2,518.00			1,378.78	1,595.99	41.49		484.23
Dubuque & Sioux City.....	85,569.99	30,928.62	4,619.40	51,000.13		9,410.71	16,787.57	1,176.40		4,655.73
Stacyville Railroad.....	97.05					8.11		0.60		
Des Moines Union.....	17,488.51	5,165.00	7,590.11	95,794.19	*1,653.49	8,773.45	4,485.43	3,351.84		4,266.90
Iowa Central.....	4,331.06	4,144.16		1,322.63		59.68	249.30			
Albia & Centerville.....	1,601.61	79.95	*16.00		1,205.10		76.00	271.86		
Iowa N. & Chicago.....	17,316.44	643.26	1,023.08			94.00				315.04
Kearney & Western.....	5,239.72	440.00		624.80		64.58	435.27	3.70		390.50
Mason City & Ft. Dodge.....	13,577.31	1,157.13		*2,241.48	4,669.10	630.60	1,112.34	284.00		910.51
Minnesota & St. Louis.....	1,847.29	197.13	509.61	3,241.48		1,905.27	1,112.34	78.95		40.50
Missouri North & South.....	13,040.73	817.70	838.08	8,202.74	4,467.10	2,511.34	1,141.26	170.77		282.94
Omaha & St. Louis.....	11,736.10	1,527.11				223.26	2,094.38	61.19		76.17
Sioux City & Northern.....	686.98	9.17		85.57		12.90	131.50	1.50		0.60
Tabor & Northern.....										
Union Pacific.....										
Wabash.....	37,698.75	1,707.45		6,988.08			903.69			11.75
Wibaux & Western.....	2,361.68	229.69	384.84		13.70	17.31	26.62	1.66		
Warrior Gages Roads.....										
Burlington & Northwestern.....	4,875.77	202.17	37.90	119.66		173.20	94.80	20.29		132.14
Burlington & Western.....	7,864.34	297.53	603.26	246.29		205.20	49.35	34.01		135.42
Total.....	\$1,505,633.96	\$150,498.67	\$304,245.15	\$318,205.79	\$12,373.30	\$148,255.55	\$261,390.04	\$22,424.10	\$600.57	\$100,814.40

*Credit.

TABLE 26—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION—CONTINUED.						
	Outside agencies.	Commissions.	Stock yards and eleva- tors.	Rents for tracks and terminals.	Rents of buildings and other property.	Stationery and print- ing.	Other ex- penses.
Ames & College	\$ 1,885.49	\$ 250.80		\$ 631.86	\$ 97.04	\$ 963.61	\$ 496.09
Atchison, Topeka & Santa Fe							2,566.85
Boone Valley							89,191.75
Burlington, Cedar Rapids & Northern.							1,199,193.60
Cedar Rapids, Garner & Northwestern.							6,743.51
Chicago, Burlington & Quincy.							
Chicago, Burlington & Kansas City.							
Kansas City, St. Joseph & Council Bluffs.							
St. Louis, Keokuk & Northwestern	2,251.69	16.95		2,332.25	210.00		
Chicago, Ft. Madison & Des Moines.							
Chicago, Iowa & Dakota							
Chicago Great Western	77,685.04		\$ 293.14	2,332.25	210.00	2,943.34	36,083.32
Chicago, Milwaukee & St. Paul	94,234.57		6,285.04	26,415.89	22,508.29	10,938.31	599.74
Chicago, Rock Island & Pacific.	113,973.50		12,731.45	33,070.51	13,973.97	40,270.25	23,972.09
Chicago & North-Western	88,581.60	91,545.31		24,813.23	13,973.97	27,730.91	14,983.46
Chicago, St. Paul, Minneapolis & Omaha.	3,968.77	918.06		19,577.43	8,496.03	30,794.94	27,186.16
Sioux City & Pacific.	6,068.53	2,240.54	6,497.93	7,351.11	15.31	2,353.24	3,377.90
Drooked Creek.							172,848.97
Des Moines Northern & Western	2,295.11	191.13		69,133.77	1,555.01	1,853.49	779.68
Dubuque & Sioux City	45,681.26	8,724.36		6,821.03		15,468.11	719.17
Staryville Railroad							878,079.98
Des Moines Union.						89.04	1.45
Iowa Central.	9,843.80	2,555.00	71.56	24,674.00	1,366.11	9,211.37	1,983.03
Albia & Centerville.							371,053.54
Iowa Northern							14,456.82
Keokuk & Western.	1,016.50				60.00		14,708.33
Mason City & Keokuk.	18.98			680.00	2,553.16	1,068.75	1,833.19
Minneapolis & St. Louis	6,773.41	1,370.91			989.75	2,103.13	327,004.11
Minneapolis, North & South.	6,348.45	618.14			4.98	1,163.19	127,775.10
Omaha & St. Louis				2,037.00	2,706.19	1,110.05	110,944.19
Sioux City & Northern	801.97			4,896.00			133,654.37
Tabor & Northern.			2.98	8.00			67,945.75
Union Pacific						33.70	3,468.64
Winona & Western.	51.68		11.34	542.25	317.86	1,980.00	98,031.50
Burlington & Northwestern.	731.04			6,720.43	386.81	189.45	12,353.54
Burlington & Western.	817.39			6,800.07		641.34	25,538.08
Total.	\$45,257.95	\$104,441.29	\$22,818.92	\$275,507.55	\$22,831.31	\$156,421.63	\$683,133.07
* Credit.							13,989,173.83

TABLE 28—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	RECAPITULATION OF EXPENSES.					Percentage of expenses to earnings, Iowa.
	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.	General expenses.	Grand total.	
Ames & College	\$ 18,725.72	\$ 13,432.90	\$ 30,191.75	\$ 2,905.00	\$ 82,919.01	63.31
Archison, Topeka & Santa Fe					74,312.86	
Beone Valley					6,076.27	
Burlington, Cedar Rapids & Northern	1,047,648.15	585,655.93	1,109,196.60	110,024.96	2,942,437.23	66.800
Cedar Rapids, Garner & Northwestern	2,623.97	324.94	6,743.81	3,968.36	13,161.10	
Chicago, Burlington & Quincy					4,250,419.00	
Chicago, Burlington & Kansas City					125,732.02	
Kansas City, St. Joseph & Council Bluffs					194,778.84	
St. Louis, Keokuk & Northwestern	80,004.81	4,879.79	36,068.32	11,476.94	132,929.76	99.39
Chicago, Ft. Madison & Des Moines	6,738.04	1,698.14	11,256.16	3,113.71	21,799.07	
Chicago Great Western	363,697.72	231,167.71	1,213,481.16	153,667.54	2,014,864.13	68.95
Chicago, Milwaukee & St. Paul	2,107,241.74	976,588.14	3,337,612.91	261,194.63	6,885,387.47	73.11
Chicago, Rock Island & Pacific	539,564.65	638,504.91	1,966,925.43	255,035.37	3,601,617.35	66.74
Chicago & North-Western	1,087,025.37	1,153,175.46	3,127,590.30	177,723.16	5,576,113.31	65.56
Chicago, St. Paul, Minneapolis & Omaha	119,174.55	88,724.61	204,967.24	14,293.90	438,160.30	65.57
Sioux City & Pacific	30,436.80	26,574.45	173,245.31	11,376.01	240,538.10	62.73
Crooked Creek	4,432.60	2,433.64	6,466.37	3,064.89	17,353.60	190.01
Des Moines, Northern & Western	85,916.47	34,047.94	174,682.56	36,540.47	331,187.86	93.30
Dubuque & Sioux City	417,609.20	264,868.16	873,473.96	79,620.03	1,635,571.35	65.29
Stacyville railroad	16,141.44	783.78	4,453.43	2.85	6,383.15	90.50
Des Moines Union	1,234.04	8,973.61	571,925.06	64,777.26	91,667.08	
Iowa Central	235,538.19	149,189.23	571,925.06	45,966.94	1,062,460.73	66.24
Albia & Centerville	14,785.13	8,472.00	14,553.63	1,136.59	33,869.34	82.93
Iowa Northern	3,494.37		17,705.03	1,655.66	11,865.06	
Keokuk & Western	2,434.82	46,923.19	117,864.93	23,639.43	203,081.97	65.95
Mason City & Ft. Dodge	74,534.32	15,498.45	24,091.11	17,233.45	137,363.16	66.875
Minneapolis & St. Louis	49,030.25	36,091.11	24,091.11	17,233.45	137,363.16	66.80
Muscatine North & South	89,426.30	54,923.00	137,776.10	40,666.71	282,812.20	177.49
Omaha & St. Louis	53,033.54	19,344.33	181,554.97	7,433.53	261,413.21	94.49
Sioux City & Northern	38,735.37	30,573.23	67,669.75	19,076.94	135,061.25	61.913
Tabor & Northern	3,949.37	181.72	3,453.04	415.13	8,011.41	66.63
Union Pacific					263,063.34	
Wabash	85,490.72	26,317.97	98,094.90	3,449.25	212,953.81	119.01
Winona & Western	9,683.32	2,867.94	12,256.24	866.99	20,918.49	67.75
Barling & Northwestern	14,505.53	4,094.84	28,528.08	4,118.65	48,176.09	89.50
Burlington & Western	31,166.33	10,844.13	44,380.87	4,104.05	91,194.92	
Total	\$ 6,932,537.76	\$ 4,467,457.41	\$ 12,934,716.70	\$ 1,276,552.26	\$ 21,479,771.63	

* Estimated. † Excluding taxes.

TABLE 29—OPERATING EXPENSES—ENTIRE LINE.

RAILROADS.		MAINTENANCE OF WAY AND STRUCTURES.									
Repairs of roadway.	Renewals of rails.	Renewals of ties.	Repairs and renewals of bridges and culverts.	Repairs and renewals of fences, road crossings and cattle guards.	Repairs and renewals of buildings and fixtures.	Repairs and renewals of wharves.	Repairs and renewals of telegraph.	Stationary and printing.	Other ex- penses.	Total.	
Ames & College \$ 121.84											
Atchison, T. & S. F. ...	\$ 60,000.00	\$ 504,988.28	\$ 719,092.76	\$ 56,430.37	\$ 401,485.90	\$ 90.88	\$ 41,880.86	\$ 2,106.28	\$ 13.80	\$ 4,885,846.77	
Boone Valley	63,250.14	162,475.96	214,019.37	27,009.98	134,197.68		7,236.53	200.30	35.10	1,148,764.23	
Burlington, C. R. & N.	538,241.17				158.28					2,822.97	
Cedar Rap. G. & N.W.	2,966.69				679,231.02	20,688.08	47,200.26	982.35	998.12	4,742,748.79	
Chicago, Bur. & K. O.	3,079.28	5,786.80	30,933.76	5,463.59	6,350.76		531.87	177.78		111,386.83	
Chicago, E. & M. & St. L.	212,631.46	49,500.01	57,138.92	7,088.27	28,645.82		2,143.58	162.95	379.00	400,639.93	
Chicago, Ft. M. & N. O.	226,924.63	84,496.76	59,912.19	7,632.43	30,157.09		2,806.70	98.57		368,877.63	
Chicago, Iowa & Dak.	16,147.51	133.47	1,632.17	470.18	363.59				2,686.29	11,004.81	
Chicago, Great West'n	3,317.53	1,280.04	680.97	364.68	773.93		7,080.46	7,225.04	7,021.16	727,385.38	
Chicago, Mil. & St. P.	430,353.54	29,270.61	128,363.06	60,496.94	44,228.74		27,118.58	896.20	1,925,000.00	6,970,697.14	
Chicago, R. I. & Pac.	2,241,210.84	619,007.23	684,419.94	884,664.86	467,464.67		3,861.96	88.97		3,208,561.41	
Chicago & North-W.	1,680,000.00	164,200.25	519,494.12	800,283.07	468,831.49		20,479.01			4,148,665.26	
Chicago & North-W. O.	2,611,686.93	300,627.72	459,325.13	173,719.57	563,089.78	67,636.66	16,644.23	698.42		1,757,768.21	
Chic. St. P. M. & O.	982,514.70	71,451.73	176,992.63	301,270.53	87,948.41	8,678.30	977.04	268.91		40,929.65	
Sioux City & Pacific	21,860.42	307.85	2,607.70	925.37	6,603.80					4,682.60	
Crooked Creek.	685.00	186.78	570.63	425.24	81.76					86,916.47	
Des Moines, N. & W.	64,642.71	8,107.82	4,286.09	212.28	5,479.48		283.80	21.48		450,312.40	
Dubuque & Sioux City	211,657.19	40,646.86	66,657.12	16,701.97	41,899.46		3,265.91	536.30	1,438.08	1,284.04	
Stacyville railroad.	1,168.56		41.77		84.43		9.46	2.30		16,141.44	
Des Moines Union	9,974.68	2,589.61	60,676.07	603.96	1,886.78		2,788.96	453.18		473,480.21	
Iowa Central	280,193.49	42,682.78	13,306.08	223.47	28,188.26					14,786.13	
Albia & Centerville.	6,479.69	6,768.90			3,566.78		3.66			3,484.87	
Iowa Northern.	4,170.68	2,433.69	10,101.03	10,101.03	10,114.82		1,408.88	108.60	1,462.64	109,686.49	
Keokuk & Western	53,728.63	235,777	11,849.36	11,849.36	1,308.12					49,060.22	
Madison City & Ft. D.	20,622.45	3,081.48	22,676.19	1,181.60	4,414.23		1,899.23	936.04		420,665.26	
Manassas & S. L.	225,984.35	90,538.30	30,645.26	10,688.92	44,414.23		9.52	48.60		2,099.84	
Muscatine N. & S.	1,436.28		294.17	109.30	243.09					116,000.00	
Omaha & St. Louis.	56,432.67	18,553.04	30,577.13	1,116.81	12,161.05		833.43			49,570.06	
Sioux City & Northern.	21,854.91	6,611.99	10,748.86	668.71	6,616.98		261.75		2,387.89		
Sioux City & Northern Union Pacific.	778.31	673.64	1,017.46	70.63	79.80						
Wabash	970,686.69		196,302.16	59,044.25	212,720.56	9,098.57	26,391.15	1,613.17	113,508.17	1,894,190.55	
Winona & Western.	22,707.48	24,600.14	7,838.14	279.12	2,364.55		725.76	11.17		47,584.37	
NARROW GAUGE ROADS											
Barrelton & N. W. n.	7,482.80	1,353.60	835.20	499.13	4,122.06		166.00	5.97		81,006.38	
Barrelton & Western.	14,269.54	4,771.67	6,494.88	668.63	2,666.93		47.19	6.89			
Total.	\$15,614,436.08	\$1,909,175.94	\$3,824,370.16	\$3,414,090.85	\$3,262,472.80	\$108,236.58	\$945,051.90	\$4,141.01	\$3,063,123.58	\$23,448,619.11	

*** Credit.**

TABLE 30—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	MAINTENANCE OF EQUIPMENT.										Total.
	Superintendent.	Repairs and renewals of locomotives.	Repairs and renewals of passenger cars.	Repairs and renewals of freight cars.	Repairs and renewals of work cars.	Repairs and renewals of machine equipment.	Repairs and renewals of machinery and tools.	Stationery and printing.	Other expenses.		
Ames & College	\$ 40,665 00	116 86	242 06	348 93				7 50	178 33	887 70	
Atchison, Topeka & Santa Fe	2,290,129 43	295,390 82	1,296,003 02	1,296,003 02	77,161 15	2,500,000 00	86,510 21	3,746 75		8,053,248 49	
Brune Valley	27,356 55	123,462 35	55,791 70	114,942 60	4,300 22		11,392 55	596 53	22,541 56	640,326 96	
Burlington, Cedar Rapids & Northern	170,633 10	75 73	263,516 30	1,216,191 84	39,019 09		148,603 73	5,588 88	40 76	2,677,978 17	
Cedar Rapids, Garner & Northwestern	1,885 98	9,793 83	2,705 41	23,490 98	244 11		54	9 94	193 69	38,313 18	
Chicago, Burlington & Quincy	7,311 30	65,093 80	81,295 29	47,849 42	2,443 32		10,089 89	290 97	1,587 36	173,371 35	
Kansas City, St. Joseph & C. B.	9,033 74	46,556 23	19,006 00	142,160 85	2,492 31		5,273 00	133 63	6,204 67	231,450 64	
St. Louis, Keokuk & Northwestern	300 00	2,849 35	650 87	1,053 16			74 51			4,879 79	
Chicago, Ft. Madison & Des Moines		1,542 88	59 84	8 71			24 67			1,606 14	
Chicago, Iowa & Dakota	8,211 61	252,257 27	64,717 58	211,497 08			12,403 56	5,697 61	15,550 66	568,336 42	
Chicago Great Western	20,870 13	1,041,340 74	448,564 48	1,317,220 41	30,309 56		78,298 30	10,289 71	65,907 29	3,229,600 43	
Chicago, Milwaukee & St. Paul	45,943 24	558,021 62	235,597 85	888,191 43	23,003 90		53,090 64	9,094 11	90,675 76	2,011,485 71	
Chicago, Rock Island & Pacific	279,424 37	1,492,080 01	558,483 30	2,053,093 01	105,549 05	251 23	11,074 61	27,214 91	136,553 23	3,150,691 72	
Chicago & North-Western	63,561 11	461,010 63	239,094 83	454,213 73	21,032 99		47,341 74	708 24	28,428 20	1,304,622 47	
Chicago, St. Paul, Minn. & Omaha	6,232 80	6,002 87	4,008 21	9,825 84	4 36 34		6,086 16	433 75	1,266 51	33,474 48	
Sioux City & Pacific		1,297 07	1,171 57							2,438 64	
Crooked Creek		16,852 80	6,501 79	10,507 02	242 48		25 25	118 70		34,047 84	
Des Moines Northern & Western	7,956 31	113,313 25	27,328 81	92,338 91	3,511 76		9,273 33	795 29	5,241 41	286,693 23	
Dubuque & Sioux City	59 12	493 84		9 36	43 67		108 97	6 91	63 42	783 73	
Stacyville railroad	2,000 00	2,404 89		292 77			3,380 16		962 00	8,978 61	
Des Moines Union	15,033 15	69,989 71	22,749 76	76,742 00	2,663 35		5,669 31	444 90	4,896 93	195,109 20	
Iowa Central		1,312 34	401 55	1,538 11						3,472 00	
Albia & Centerville											
Iowa Northern	1,800 07	19,912 64	6,290 61	38,992 11	694 48		33 18	148 50	1,247 38	69,005 88	
Keokuk & Western		2,031 49		6,174 42			989 62			15,408 35	
Mason City & Ft. Dodge		96,203 29	31,030 30	80,760 54	2,692 20		17,088 31	618 14	2,178 89	285,784 09	
Muscatine & St. Louis	6,152 72	304 50	47 29	72 24				1 67		515 70	
Muscatine North & South		20,708 90	7,069 14	7,136 61	1,159 60		1,347 70	113 12	2,703 33	42,990 41	
Omaha & St. Louis	1,866 86	10,277 55	2,270 30	23,918 38			1,218 12			38,140 25	
Sioux City & Northern		82 72	78 08	70 71	21					161 22	
Tabor & Northern											
Union Pacific											
Wabash	127,203 65	787,032 63	308,293 76	555,760 85	14,585 66		100,101 26	4,912 61	97,819 64	2,063,609 96	
Winona & Western	1,680 00	4,899 70	1,454 27	5,499 08			246 55	35 15		12,814 75	
NARROW GAGE.											
Burlington & Northwestern	339 00	1,503 86	375 92	1,599 67	62 97		56 19	2 41	80 32	4,024 84	
Burlington & Western	681 00	6,743 61	572 65	3,311 15	53 90		154 78	2 41		10,844 13	
Total	\$1,025,411 84	\$8,464,651 79	\$2,787,063 61	\$5,572,028 15	\$37,280 41	\$250,254 23	\$714,831 42	\$70,887 56	\$629,918 41	\$23,152,997 02	

TABLE 31—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION.										Telephone expenses.
Superintendent.	Engine and firehouse men.	Fuel for locomotives.	Water and supplies for locomotives.	Oil, tallow and waste for locomotives.	Other supplies for locomotives.	Train service.	Trains and expenses.	Switchmen, watchmen and flagmen.	Telephone expenses.		
Ames & College.	\$ 240.00	\$ 474.60	\$ 664.75	\$ 72.00	\$ 70.00	\$ 565.00	\$ 480.00	\$ 525,517.99	\$ 400,670.93		
Atchafalaya, Topeka & Santa Fe.	288,350.46	1,560,850.58	1,002,904.00	128,916.56	48,632.19	23,903.91	1,320,731.17	301,132.01			
Burlington, Cedar Rapids & Northern	55,068.46	275,580.49	242,501.01	14,404.16	9,968.00	2,454.70	192,232.80	42,258.12	59,539.85		
Chicago, Rock Island & N. W.	1,867.58	1,560.41	1,925,591.19	182,072.36	98,114.73	22,433.01	1,448,162.88	1,311.25	802,569.58		
Chicago, Burlington & Quincy.	421,347.87	2,033,068.62	20,563.69	1,890.42	30,404.46	94,119.21	21,503.45	4,656.90	63,638.99		
Chicago, Burlington & Kansas City	6,682.23	28,406.83	128,353.62	11,852.97	3,167.79	2,432.14	88,915.25	56,200.37	63,049.21		
St. Louis, Keokuk & Council Bluffs.	33,064.11	112,768.92	97,311.31	6,039.08	3,137.08	65.10	90,608.58	34,763.69	60,431.21		
Chicago, Ft. Madison & Des Moines.	600.00	3,128.22	3,364.28	560.17	136.06	72.21	3,842.94	2,143.71	81.12		
Chicago, Iowa & Dakota.		2,386.43	2,580.21	8.30	239.38	49.74	1,681.30	14.96	103,448.00		
Chicago, Great Western.	24,540.40	392,373.72	471,804.07	27,109.02	18,445.00	25,165.65	274,274.09	54,714.57	703,986.43		
Chicago, Milwaukee & St. Paul.	351,810.50	2,275,373.72	3,322,674.03	75,158.75	62,084.19	18,772.29	1,809,158.17	221,042.22	468,182.61		
Chicago, Rock Island & Pacific.	238,419.40	2,294,504.38	1,131,604.78	68,514.31	30,405.64	89,236.51	916,571.65	250,963.18	494,428.43		
Chicago & North Western.	158,488.07	2,600,304.08	2,515,457.00	128,009.06	90,387.50	9,207.28	453,944.40	74,137.89	153,950.81		
Chicago, St. Paul, Minneapolis & O.	106,057.93	571,509.30	680,804.84	30,300.21	18,274.99	9,207.28	453,944.40	74,137.89	153,950.81		
Sioux City & Pacific.	1,797.33	38,108.82	60,846.83	1,679.96	1,449.75	60.59	27,441.17	6,776.85	6,392.88		
Keokuk & Osk.		3,043.31	2,119.40	60.31							
Des Moines Northern & Western	7,691.68	20,103.42	23,077.32	2,895.05	768.54	84.20	14,735.19	909.13	6,004.22		
Dubuque & Sioux City.	50,380.92	188,443.42	115,749.33	2,895.05	6,199.21	3,763.20	144,168.75	38,219.43	32,058.97		
Stacyville railroad.	112.35	11,505.20	3,025.35	1,520.72	39.32	31.15	5,607.00	64.68	248.65		
Des Moines Union.	928.05	165,489.56	104,773.85	9,703.13	139.71	3,033.27	106,706.76	250.00			
Iowa Central.	31,105.04	1,167.60	1,495.20	445.36	374.07	28.10	2,691.75	74.39			
Albia & Centerville.		3,147.60	1,515.05	1,515.05							
Iowa Northern.		27,987.70	31,280.53	1,702.39	100.05		3,006.00				
Keokuk & Western.	9,900.00	37,438.70	41,230.98	3,182.53	1,702.39	768.60	27,738.31	3,390.96	11,494.75		
Mason City & Ft. Dodge.		5,077.27	10,694.95	911.53	747.02	4,915.31	4,915.31	274.73	2,291.78		
Minneapolis & St. Louis.	2,297.69	133,912.34	134,278.90	7,018.08	4,840.91	1,621.72	85,629.11	19,004.23	25,943.22		
Muscatales North & South.	11,713.93	2,261.69	1,149.50	213.02	66.35	175.96	1,617.68	72.94	513.47		
Omaha & St. Louis.	11,713.93	54,038.64	63,481.26	3,893.99	2,048.65	1,130.28	32,101.33	9,809.67	6,069.63		
Sioux City & Northern.	2,603.05	14,340.28	21,083.49	3,893.99	810.60	310.60	7,697.69	2,235.02	4,177.76		
Tabor & Northern.		1,293.94	672.18		81.52	17.26	401.15	2.00	97.63		
Union Pacific.											
Winona & Western.	144,187.65	1,042,709.63	790,893.74	63,553.61	42,137.90	12,942.90	743,071.93	71,793.15	399,651.44		
Narrow Gauge R.R.s.	3,990.00	10,815.45	14,988.75	85.00	703.81	71.21	6,928.34	1,190.25	1,003.00		
Burlington & Northwestern.	1,298.00	9,924.87	3,149.95	812.69	82.10	56.20	7,003.22	671.00	543.57		
Burlington & Western.	1,550.13	9,469.61	8,321.00	1,140.39	294.73	99.61	7,485.84	1,234.18	1,014.22		
Total.	\$1,991,290.29	\$12,635,429.51	\$18,401,037.67	\$750,061.39	\$421,307.93	\$168,576.26	\$9,582,823.61	\$1,073,731.04	\$4,194,108.40		

TABLE 32—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

CONDUCTING TRANSPORTATION—CONTINUED.									
RAILROADS.	Station serv- ice.	Station sup- plies.	Switching charges— balance.	Car mileage— balance.	Hire of equip- ment—bal- ance.	Loss and dam- age.	Injures to persons.	Clearing wrecks.	Operating equipment.
Ames & College.	\$ 967,747.72	\$ 99,156.48		\$ 432,034.41			\$ 155,287.10	\$ 17,002.85	
Atchison, Topeka & Santa Fe.	194,421.65	18,071.29	\$ 9,574.73	157.31	\$ 105.00	9,435.12	21,599.10	3,103.54	
Boone Valley.	822.00	277.00		231,498.31	\$ 68,510.36	164,867.75	106,753.40	16,070.16	
Burlington, Cedar Rapids & Northern.	1,266,218.32	108,088.01	\$ 5,858.92	29,016.25	\$ 8,420.47	2,111.50	1,171.50	416.09	
Cedar Rapids, Garner & Northwestern.	9,070.17	783.83	58.00	9,070.25	33,583.38	8,001.41	9,092.68	1,508.02	
Chicago, Burlington & Quincy.	107,267.09	14,104.76	\$ 10,835.53	38,210.79	23,583.38	8,001.41	9,092.68	1,508.02	
Kansas City, St. Jo & Council Bluffs.	102,300.59	10,218.09	45,435.20	49,032.04	29,576.06	9,722.15	6,163.93	1,686.82	
St. Louis, Keokuk & North Western.	6,018.60	327.28	940.15	1,116.56	136.05	98.40	513.50	49.15	
Chicago, Ft. Madison & Des Moines.	2,652.89	399.17	100.89	11.21		650.82			
Chicago, Iowa & Dakota.	315,093.19	58,456.08	101,040.06	98,137.07	694.56	38,405.16	20,442.12	9,313.40	
Chicago Great Western.	1,417,249.65	150,823.93	271,134.31	204,665.30		121,475.53	165,185.88	16,730.96	
Chicago, Milwaukee & St. Paul.	7,290,301.95	86,303.91	173,499.26	173,499.26		166,552.68	142,863.87		
Chicago, Rock Island & Pacific.	1,090,259.79	153,843.24	139,801.72	245,261.03	6,409.82	255,802.69	384,043.65	22,993.38	\$ 3,513.00
Chicago & North-Western.	375,071.64	41,175.21	5,755.40	245,261.03		153,259.68	38,408.09	4,704.81	
Chicago, St. Paul, Minneapolis & Omaha.	28,423.30	3,380.12	7,017.77		14,945.38	1,701.23	10,133.62	115.67	
Sioux City & Pacific.	811.35					50.32			
Cracked Creek.	15,858.84	1,217.39	2,518.00			1,376.78	1,565.99	41.49	
Des Moines, Northern & Western.	97,911.59	11,311.74	4,619.40	51,002.13		9,481.42	16,839.47	1,139.48	
Dubuque & Sioux City.	17,486.51	36.19				8.11	28.50	6.00	
Stacyville Railroad.	63,573.23	5,714.30	49,220.65	44,764.76	\$ 1,107.50	12,724.09	5,712.56	5,679.26	
Des Moines Union.	1,601.61	74.95	\$ 16.00	1,322.63		789.08	19.00	271.88	
Iowa Central.									
Albia & Centerville.	25,465.16	145.97	2,825.56		1,326.10	94.00	640.10	14.40	
Keokuk & Western.	6,220.72	490.60		634.80		939.69	610.14	293.00	
Mason City & Ft. Dodge.	58,421.89	6,060.25				5,168.15	21,239.71	977.64	
Missouri Pacific North & South.	1,937.59	197.61	529.61	363.22		405.37	6.50	170.71	
Omaha & St. Louis.	24,175.49	1,771.62	1,802.04	17,832.04	9,711.09	6,459.43	2,624.71	2,620.94	
Sioux City & Northern.	14,640.06	1,543.06				315.09	2,525.43	68.82	
Tabor & Northern.	498.95	9.17		85.57		12.00	131.50	1.50	
Union Pacific.									
Wabash.	1,108,747.87	56,882.04		625,593.66	41,106.45	77,314.97	64,955.05		
Winona & Western.	11,378.00	1,106.42	1,863.75		60.00	83.38	128.25	9.45	
NARROW GAUGE ROADS.									
Burlington & Northwestern.	4,875.77	393.17	37.90	119.66		173.36	94.80	20.22	
Burlington & Western.	7,864.34	297.52	933.26	246.26		295.20	49.38	34.01	
Total.	\$8,694,486.70	\$ 813,417.23	\$ 688,339.53	\$ 3,234,673.21	\$ 82,692.20	\$ 899,037.47	\$ 1,185,244.57	\$ 101,199.34	\$ 3,513.00

*Credit.

TABLE 33—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION—CONTINUED.							
	Advertising.	Outside agen- cies.	Commissions.	Stock yards and eleva- tors.	Rents for tracks, yards, and termi- nals.	Rents of buildings and other property.	Stationery and print- ing.	Other ex- penses.
Ames & College.....	\$ 65,610.67	\$ 303,530.26	\$ 57,000.70		\$ 375,500.27	\$ 21,054.84	\$ 58,150.70	\$ 113,303.55
Archison, Topeka & Santa Fe.....								2,595.25
Boone Valley.....	17,265.99	8,247.65	13,067.05		5,390.23	753.00	20,131.64	9,141,385.05
Burlington, Cedar Rapids & Northern.....								1,311,574.19
Cedar Rapids, Garner & Northwestern.....	58,145.27	334,431.53			216,905.18		100,976.45	6,096.23
Chicago, Burlington & Quincy.....	18.04	1,604.88			11,613.31		210.38	10,245,516.97
Chicago, Burlington & Kansas City.....	8,525.25	33,003.12			73,190.05		3,818.50	159,453.87
Kansas City, St. Joseph and Council Bluffs.....	7,063.95	30,834.43			65,434.93		9,677.64	855,023.65
St. Louis, Keokuk & Northwestern.....	51.20	2,251.60	16.95		2,323.25	2.60	3,943.34	837,400.76
Chicago, Fort Madison & Des Moines.....								36,039.32
Chicago, Iowa & Dakota.....								11,236.19
Chicago Great Western.....	26,795.20	135,171.36			238.14		31,976.61	2,150,710.91
Chicago, Milwaukee & St. Paul.....	61,406.70	311,940.35			10,530.00		44,545.35	1,702,335.23
Chicago, Rock Island & Pacific.....	82,113.23	853,140.15	42,115.27		205,653.50	77,764.73	133,312.68	1,704,423.30
Chicago & North-Western.....	103,535.90	334,322.84			302,739.98	164,316.36	85,107.53	85,552.53
Chicago, St. Paul, Minneapolis & Omaha.....	8,746.37	85,064.99	390,219.51		85,374.87	15,245.86	134,323.12	13,632,849.20
Sioux City & Pacific.....	777.27	2,990.91	13,541.00	81,000.36	117,317.24	6,125.46	43,256.12	3,057,944.88
Crooked Creek.....		6,793.10	2,990.91			689.00	5,133.46	229,933.55
Des Moines Northern & Western.....	424.23	2,265.11	191.13		62,123.77	1,555.01	1,659.69	6,496.37
Dubuque & Sioux City.....	4,755.02	46,890.68	3,811.15		6,324.46		15,867.25	174,692.59
Stacyville Railroad.....							1,476.32	892,978.31
Des Moines Union.....							59.04	4,459.43
Iowa Central.....	5,543.69	13,200.24	4,535.20		26,011.95		13,322.00	59,777.26
Albia & Centerville.....								793,153.55
Iowa Northern.....					1,928.56	2,100.23		14,454.53
Keokuk & Western.....	464.75	1,494.85			60.00			6,704.03
Mason City & Ft. Dodge.....	30.50	15.98			1,000.00	3,431.11	1,615.80	173,338.85
Minneapolis & St. Louis.....	2,599.98	13,123.77	6,976.68					36,091.11
Mississippi North & Son. h.....	49.50	114.41			55,694.19	2,790.64	9,333.99	690,593.61
Omaha & St. Louis.....	614.81	13,800.97	1,343.78		17,471.94	6.89	169.12	10,264.19
Sioux City & Northern.....	97.52	1,004.20			6,000.00	5,890.71	2,413.12	301,423.31
Tabor & Northern.....	6.50							84,413.36
Union Pacific.....					2.29		33.70	3,465.04
Wabash.....	59,798.31	263,519.41	141,637.09		156,523.54			6,350,437.40
Wabash & Western.....	56.75	261.25	57.04		5,612.03	23,399.60	79,612.96	59,183.98
WARREN GATGE ROADS.....								
Burlington & Northwestern.....	132.14	731.04			6,730.43	396.84	43.40	26,516.08
Burlington & Western.....	133.49	817.89			800.07		641.34	44,290.37
Total.....	\$ 554,006.81	\$ 3,488,551.27	\$ 543,230.16	\$ 125,962.49	\$ 3,230,279.37	\$ 347,364.56	\$ 776,738.19	\$ 790,411.34

TABLE 35—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	RECAPITULATION OF EXPENSES.					General ex- penses.	Grand total.	Percentage of expenses to earnings.
	Maintenance of way and structures.	Maintenance of equip- ment.	Conducting transpor- tation.	General ex- penses.	Grand total.			
Ames & College.....	142.30	887.70	2,506.35	322.57	3,819.01			
Archison, Topeka & Santa Fe.....	4,285,845.75	2,002,248.48	9,141,335.96	651,137.70	17,100,616.90			63.79
Boone Valley.....	1,145,764.22	640,328.96	5,076.27	120,330.88	5,076.27			67.09
Burlington, Cedar Rapids & Northern.....	2,853.97	224.56	1,311,574.19	3,368.36	13,190.70			
Cedar Rapids, Garner & Northwestern.....	4,742,748.75	3,677,978.17	10,295,516.67	1,014,254.24	19,760,527.81			59.10
Chicago, Burlington & Quincy.....	111,308.82	28,313.18	129,653.87	13,201.93	282,576.80			70.20
Chicago, Burlington & Kansas City.....	400,026.92	173,371.35	865,923.66	84,180.97	1,323,182.91			66.90
Kansas City, St. Jo & Council Bluffs.....	385,877.55	261,430.64	537,409.76	93,580.65	1,345,318.88			66.10
St. Louis, Keokuk & Northwestern.....	30,004.61	4,879.79	86,948.32	11,476.84	122,309.56			99.39
Chicago, Ft. Madison & Des Moines.....	5,768.04	1,638.14	11,226.18	3,418.71	31,738.07			
Chicago, Iowa & Dakota.....	737,395.36	568,335.42	2,720,710.91	207,135.08	4,392,576.79			74.00
Chicago Great Western.....	6,970,697.14	3,229,699.43	11,702,355.22	573,948.49	22,476,670.42			59.45
Chicago, Milwaukee & St. Paul.....	3,308,561.41	2,011,405.71	7,074,323.39	729,851.15	13,124,331.66			63.56
Chicago, Rock Island & Pacific.....	4,743,008.31	5,139,691.72	13,062,969.20	775,025.81	24,380,365.04			83.37
Chicago & North-Western.....	1,707,788.21	1,308,622.47	3,037,364.88	210,380.53	6,314,600.09			60.27
Chicago, St. Paul, Minneapolis & Omaha.....	40,629.85	35,474.49	229,355.55	15,052.42	321,092.10			60.44
St. Louis City & Pacific.....	4,492.60	2,438.64	6,460.37	8,904.89	17,362,501.50			61.30
Crooked Creek.....	85,916.47	34,047.84	174,062.58	36,640.47	331,187.36			63.30
Des Moines, Northern & Western.....	490,313.40	258,693.23	892,978.31	81,367.72	1,664,352.66			56.03
Dubuque & Sioux City.....	1,254.04	783.78	4,468.43	2.95	6,526.15			90.55
Des Moines Union.....	16,141.44	8,079.61	59,777.29	6,708.75	91,696.08			100.00
Iowa Central.....	473,480.21	195,199.20	785,152.65	61,346.57	1,418,178.03			71.58
Albia & Centerville.....	14,785.13	3,472.00	14,550.52	1,136.39	33,850.24			92.93
Iowa Northern.....	3,494.37	66,005.88	173,325.85	1,665.69	11,898.00			
Keokuk & Western.....	109,688.42	15,498.35	36,091.11	34,763.67	386,797.02			75.95
Mason City & Ft. Dodge.....	49,050.22	235,784.46	690,568.51	17,523.45	1,174,931.66			56.87
Minneapolis & St. Louis.....	460,485.26	515.70	10,294.18	130,363.23	1,516,316.60			57.33
Missouri, North & South.....	2,069.84	42,096.41	301,422.34	1,546.21	14,425.93			117.40
Omaha & St. Louis.....	115,060.09	38,140.25	84,413.36	16,223.55	474,824.39			96.40
St. Louis & Northern.....	49,570.08	38,140.25	84,413.36	24,547.09	186,670.78			58.17
Tabor & Northern.....	3,949.47	181.72	3,465.94	415.18	8,011.41			56.05
Union Pacific.....	1,896,190.55	2,063,699.86	6,350,437.40	239,699.55	10,549,997.36			73.43
Wabash.....	47,824.27	13,814.76	50,632.93	4,173.24	124,848.19			67.75
Winona & Western.....	14,505.62	4,094.84	22,516.08	4,113.65	48,165.09			82.50
Burlington & Northwestern.....	31,066.38	10,544.12	44,280.37	4,904.05	91,094.92			89.90
Burlington & Western.....								
Total.....	\$ 32,448,619.11	\$ 23,152,737.02	\$ 70,795,666.61	\$ 65,567,061.51	\$ 131,063,903.90			

NARROW GAUGE ROADS.

TABLE 36—TAXES.

RAILROADS.	ILLINOIS.			MISSOURI.			MINNESOTA.			WISCONSIN.		
	Amount.	Miles of road.	Per mille.	Amount.	Miles of road.	Per mille.	Amount.	Miles of road.	Per mille.	Amount.	Miles of road.	Per mille.
Ames & College	\$ 116,142.87	290.42	\$ 470.61	\$ 62,361.62	292.02	\$212.82	\$ 195,459.56	411.67	\$ 474.80	\$ 162,120.72	363.76	\$193.25
Atchafalaya, Topeka & Santa Fe	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Bachman, Vinton & Santa Fe	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Rapids, Garretts & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Quincy	476,420.31	1,402.53	339.62	15,461.77	116.76	132.45	7,322.12	92.88	78.76	.....	.....	.....
Chicago, Burlington & Quincy City	.....	.....	.....	5,163.17	103.89	73.63	.....	.....	.....	.....	.....	.....
Kansas City, St. Joseph & Council Bluffs	.....	.....	.....	35,090.53	263.47	132.27	.....	.....	.....	.....	.....	.....
St. Louis, Keokuk & Northwestern	.....	.....	.....	31,418.78	174.80	179.74	.....	.....	.....	.....	.....	.....
Chicago, Ft. Madison & Des Moines	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Iowa & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago Great Western	67,430.97	152.34	443.05	13,457.76	64.46	159.60	16,777.41	145.63	115.31	.....	.....	.....
Chicago, Milwaukee & St. Paul	149,536.24	317.64	470.83	20,603.91	140.27	146.88	198,485.46	1,120.09	177.20	457,108.06	1,650.46	276.95
Chicago, Rock Island & Pacific	191,850.31	226.51	823.86	61,760.91	266.91	180.37	496,949.64	1,776.94	177.61	240,292.04	1,077.32	210.27
Chicago & North-Western	266,252.62	563.97	451.63	.....	.....	.....	66,983.68	414.47	161.63	430,717.74	1,635.73	264.64
Chicago, St. Paul, Minneapolis & Omaha	.....	.....	.....	.....	.....	.....	145,080.54	406.76	357.56	151,289.47	681.66	243.36
St. Louis & Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Greens Creek	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Northern & Western	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Stacyville railroad	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Union	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central	16,697.61	89.76	185.86	.....	.....	.....	.....	.....	.....	.....	.....	.....
Albia & Centerville	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Keokuk & Western	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mason City & Ft. Dodge	.....	.....	.....	15,330.31	81.56	186.76	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis	.....	.....	.....	.....	.....	.....	60,136.60	329.97	183.81	.....	.....	.....
Muscatine North & South	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha & St. Louis	.....	.....	.....	7,007.02	77.67	.....	764.40	11.31	66.85	.....	.....	.....
Sioux City & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific	.....	.....	.....	102,471.10	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	233,398.00	.....	.....	.....	.....	.....	3,788.87	59.70	42.24	.....	.....	.....
Winona & Western	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
WINONA & NARROW GAUGE ROADS.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Western	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	\$1,520,694.91	3,073.97	.....	\$364,116.78	1,612.74	.....	\$761,768.15	1,421.11	.....	\$1,211,438.05	4,961.59	.....

* Colorado. † New Mexico. ‡ Oklahoma.

TABLE 37—TAXES--CONTINUED.

[illegible]

TABLE 38—TAXES—CONTINUED.

RAILROADS.	OTHER STATES.			IOWA.			TOTAL TAXES.		
	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.
Ames & College.....	\$ 71,457.72	410.38	\$ 50.00	75.50	1.98	40.00	75.50	1.98	40.00
Aechison, Topeka & Santa Fe.....				9,943.85	19.88	478.16	1,210,688.88	4,860.43	860.37
Beacon Valley.....				84.27	3.00	8.00	84.27	3.00	23.00
Burlington, Cedar Rapids & Northwestern.....				131,757.45	900.73	157.12	146,743.06	1,136.47	129.12
Cedar Rapids, Garner & Northwestern.....									
Chicago, Burlington & Quincy.....	b 34,586.08	867.34	100.00	175,453.75	689.73	253.97	1,354,932.18	6,040.23	223.00
Chicago, Burlington & Council Bluffs.....	d 619.05			7,494.51	77.13	93.27	12,106.27	161.26	58.00
Kansas City.....	d 448.71			4,968.21	57.88	131.44	49,235.03	510.85	168.00
St. Louis, Keokuk & Northwestern.....	d 6,716.14			4,968.21	71.00	59.66	41,783.80	226.80	184.00
Chicago, Ft. Madison & Des Moines.....				1,432.32	17.10	72.15	5,122.83	71.00	72.15
Chicago, Iowa & Dakota.....				1,780.19	23.00	77.45	1,780.19	23.00	77.45
Chicago Great Western.....	18.61			21,043.54	423.25	138.40	172,940.08	844.85	263.96
Chicago, Milwaukee & St. Paul.....	12,031.10	2118.21	101.80	323,432.22	1,583.47	149.60	1,186,546.40	5,153.50	193.76
Chicago, Rock Island & Pacific.....	e 2,885.52	108.19	27.13	223,457.54	1,068.13	213.17	941,864.99	2,079.81	257.49
Chicago & North-Western.....	1,104.57			223,457.54	1,068.13	213.17	1,121,465.71	5,076.38	239.90
Chicago, St. Paul, Minneapolis & Omaha.....				25,418.83	102.15	249.00	868,461.11	1,482.55	257.03
St. Louis & Pacific.....				16,083.64	100.47	200.00	19,199.23	25.45	115.23
Crooked Creek.....				1,122.44	17.61	64.30	1,122.44	17.61	64.30
Des Moines, Northern & Western.....									
Dubuque & Sioux City.....	2,533.45	26.35	96.04	d 104,977.75	589.71	183.96	107,461.18	569.10	179.25
Stacyville Railroad.....				d 415.12	1.03	15.17	415.12	1.03	52.17
Des Moines Union.....				6,509.22	1.75	18.46	6,509.22	1.75	18.46
Iowa Central.....				45,038.71	412.71	116.66	65,173.53	503.94	123.91
Albia & Centerville.....				1,400.53	24.11	57.76	1,400.53	24.11	60.00
Iowa Northern.....				17,306.97	173.09	105.75	83,233.38	364.63	137.40
Keokuk & Western.....				10,501.84	124.00	114.15	10,501.84	124.00	114.15
Mason City & St. Dodge.....				16,590.03	120.51	140.71	81,733.08	592.54	160.85
Minneapolis & St. Louis.....				1,200.00	38.67	41.55	1,200.00	38.67	41.55
Minneapolis North & South.....				7,131.99	65.72	108.38	14,172.77	143.39	122.84
Omaha & St. Louis.....				11,876.31	77.98	144.35	13,019.77	97.38	122.84
St. Louis & Northern.....				197.87	8.73	58.43	24,007.00	2.46	289.43
Tabor & Pacific.....				24,000.00	2.46	9,710.00	567,391.00	5.46	9,710.00
Union Pacific.....				18,400.00					
Winona & Western.....	190,035.00			1,442.33	23.50	69.88	4,431.20	113.30	47.97
WINNABOW GAUGE ROADS.									
Burlington & Northwestern.....				2,145.54	38.73	55.40	2,145.54	38.73	55.40
Burlington & Western.....				2,158.47	70.70	44.59	2,158.47	70.70	44.59
Total.....	\$ 335,638.91	930.43		\$1,415,465.40	8,260.03		\$7,502,903.67	33,385.93	

a Oklahoma and Texas. b Montana and Wyoming. c Indiana territory. d Federal was tax included. e North Dakota.

TABLE 30—CURRENT ASSETS AND LIABILITIES.

RAILROADS.	CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF CURRENT LIABILITIES.						
	Cash.	Bills receiv- able.	Due from agents.	Net traffic freight bal- ance due from other companies.	Due from mortgage and indi- viduals.	Other cash assets ex- cluding ma- terials and supplies.	Balance cur- rent liabil- ities.
Ames & College	\$ 5,115,892.43	\$ 43,814.88	\$ 150,332.72		\$2,408,737.87		\$ 7,817,477.90
Atchison, Topeka & Santa Fe							
Boone Valley	990,793.71	110,000.00	104,525.93	\$ 80,445.68	112,042.40	\$ 82,801.20	1,446,876.04
Burlington, Cedar Rapids & Northern	1,025.25				3,012.61		7,864.58
Cedar Rapids, Garner & Northwestern	7,993,931.90	1,395,651.77	6,914.90		2,047,695.13		10,566,306.55
Chicago, Burlington & Quincy	22,931.95	283.02	1,997.86		23,774.96		81,878.73
Chicago, Burlington & Kansas City	259,010.59	142,855.00	11,085.88		286,919.21	4,838.24	698,959.88
Kansas City, St. Jo & Council Bluffs	131,194.29	205,972.19	28,799.87		256,080.30	2,502.83	613,959.78
St. Louis, Keokuk & Northwestern	6,596.26		4,283.26		1,560.08		17,154.26
Chicago, Ft. Madison & Des Moines							
Chicago, Iowa & Dakota	742,374.45		145,443.64		317,630.19		1,317,091.23
Chicago Great Western	8,377,491.81		374,314.54		174,107.60	\$303,316.21	7,282,550.18
Chicago, Milwaukee & St. Paul	1,633,300.02	168,293.75	599,030.57		339,086.21		3,339,660.55
Chicago, Rock Island & Pacific	4,056,410.89	139,218.53	2,154,650.80		276,340.68	\$364,173.03	6,990,901.53
Chicago & North-Western	2,277,161.70	246.35	335,582.68	203,245.08		569,161.29	3,439,307.10
Chicago, St. Paul, Minneapolis & Omaha	142,565.49		131,947.46				274,216.45
Sioux City & Pacific				472.34			13,350.22
Crooked Creek							168,778.69
Des Moines, Northern & Western		2,550.00	10,963.58				957,735.49
Dubuque & Sioux City		4,410.00					3,077.39
Stacyville Railroad							25,554.75
Des Moines Union		24,010.4				47,910.44	508,252.92
Iowa Central	34,450.12		67,347.40	96,500.62	138,432.43		11,324.56
Albia & Centerville	873.81		189.87	965.21			141.00
Iowa Northern							100,039.53
Keokuk & Western	90,900.74		1,955.89		15,792.90		1,007,482.67
Macon City & Ft. Dodge	5,990.26	4,511.66	2,558.74		211,092.10	43.75	660,910.00
Minneapolis & St. Louis	293,775.83	63,643.02	63,643.02	8,214.37	30,933.38		17,512.53
Muscataine North & South	2,294.68		498.56		92,769.82		383,375.37
Omaha & St. Louis	17,760.59	4,852.81		5,713.02	28,598.55	143,748.66	456,497.48
Sioux City & Northern	31,940.42	11,313.49	1,340.49				511,482.62
Tabor & Northern	2,918.94		93.00	554.80			31,178.71
Union Pacific							
Winona	747,966.53	14,406.53	\$11,720.95		885,390.22	81,053.40	3,457,604.03
Winona & Western	55,803.74		2,500.08	5,434.13	9,308.10	4,597.40	74,831.89
NARROW GAGE ROADS.							
Burlington & Northwestern	3,912.85	1,072.10	721.05	587.19	63,340.72		212,875.07
Burlington & Western	10,453.21	50.00	8,139.74	89.35	2,659.14		616,723.29
Total	\$ 30,155,157.51	\$2,257,797.00	\$4,407,099.12	\$383,002.76	\$0,500,069.37	\$1,688,349.89	\$ 52,794,494.22

*United States Government bonds. †Miscellaneous.

TABLE 40—CURRENT ASSETS AND LIABILITIES—CONTINUED.

RAILROADS.	CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, 1899.										Materials and supplies on hand.
	Loans and bills payable.	Unaudited vouchers and notes.	Wages and salaries.	Net traffic balances due other companies.	Dividends not called for.	Matured coupons unpaid.	Rents due July 1st.	Miscellaneous.	Balance cash.	Total.	
Ames and College.											
Atchafalaya, T. & S. R.		\$1,214,894.91	\$980,883.92	\$198,163.93		\$179,350.00			\$5,290,313.14	\$7,817,477.90	\$1,642,889.70
Boone Valley.		118,985.19	274,870.16						1,063,790.76	1,446,875.04	297,442.90
Burlington, C. P. & N.	\$2,700.00			237.55						7,908.53	7,908.53
Central, G. & N. W.		1,653,497.44	575,105.43	86,406.55	2,359.26	1,702,341.00		\$144,943.67	6,408,594.19	10,566,335.15	1,981,882.33
Chicago, B. & O. N.		31,887.70	72,800.84	39,000.00						41,718.72	41,718.72
Chicago, B. & O. N.		293,500.67	72,800.84						174,981.73	698,689.58	173,879.10
Chicago, B. & O. N.		178,980.58	816,937.96	63,433.61		178,110.50		1,600.00	49,557.93	611,839.78	57,478.34
St. Louis, K. & N. W.		5,334.74	4,460.60	4,167.01				2,323.14		17,151.50	2,298.50
Chicago, R. M. & D. M.											
Chicago, R. M. & D. M.		623,293.91	366,618.09			3,005.00		426,804.23	1,398,749.31	1,317,601.23	338,300.56
Chicago, Great Western.		870,540.70	1,518,444.22	8,879.83	53,544.58	3,370,537.10		213,716.08	7,233,220.16	7,233,220.16	2,467,703.58
Chicago, M. & St. Paul.		640,938.77	49,534.43	23,233.95					1,940,475.56	2,359,569.13	4,653,884.71
Chicago, Rock I. & Pac.	697,377.31	1,559,833.73	1,631,740.56	233,191.93	10,822.75	338,735.53	\$6,000.00	1,400,472.50	1,900,601.52	6,990,901.53	1,798,874.71
Chicago & North-West'n.		283,870.33	324,579.66	185,737.35	865,674.00	74,121.00	9,692.27	549,745.34	1,523,458.16	8,499,307.10	1,577,568.95
Chicago, St. P. M. & O.		28,827.35	31,167.41	29,575.49		50,310.00			183,988.20	374,115.45	28,108.45
St. Louis, O. & Pacific.		13,350.32								13,350.32	
Crooked Creek.				22,707.58		58,690.00		5,449.11	71,673.32	159,776.69	
Deer Moines, Nor. & W.	287.77	91,130.16			1,903.06	3,267.50			831,564.76	927,733.49	
Dubuque & Sioux City.		3,077.39								3,077.39	
Stacyville Railroad.		69,273.78	7,371.03							97,484.85	5,554.75
Des Moines Union.	228,000.00	203,036.73	58,323.13	30,927.04		15,900.00	810.00	30,955.61	533,253.93	1,132,636.54	
Iowa Central.		5,810.60	1,114.68					150.00	4,249.38	11,134.64	
Albia & Centerville.										141.00	
Iowa Northern.		59,381.00	25,634.20	2,320.77					109,039.53	1,097,489.87	87,819.20
Keokuk & Western.		5,093.75	5,942.49						21,213.76	1,097,489.87	1,097,489.87
Macon City & Ft. Dodge.		339,501.26	94,501.97			1,076,400.00		230,811.37	10,053.43	659,919.60	167,980.94
Minneapolis & St. Louis.		4,653.34	5,838.43	7,080.76		35,100.00			17,513.58	1,287.00	1,287.00
Omaha & St. Louis.	1,910.21	124,714.21	39,080.45			354,000.00			290,791.80	455,497.38	16,531.65
Sioux City & Northern.	1,894.57	18,732.31	668.95			19,135.94	5.00	21,927.00	430,207.92	430,207.92	42,730.90
Tabor & Northern.	11,245.23	265.04	432.45							81,176.71	2,140.00
Union Pacific.											
Webster & Western.	889,473.70	1,241,581.62	474,335.22	118,890.44	683,973.05	185,293.00			63,599.63	3,427,604.03	709,517.71
Winona & Western.		2,674.55	7,537.63							73,831.03	5,865.79
WYOMING GAUGE ROAD.		9,664.42	182.65			203,028.00				212,875.07	
Burlington & North'n.		66,873.59	599.60			579,754.00				645,732.59	
Burlington & Western.											
Total.	\$1,881,126.89	\$60,759,787.65	\$66,768,106.73	\$1,063,140.78	\$463,103.63	\$3,280,835.56	\$16,567.37	\$93,494,252.11	\$31,026,574.60	\$633,754,454.22	\$11,197,506.13

TABLE 41—MILEAGE—ENTIRE LINE.

RAILROADS.	MILEAGE OPERATED—SINGLE TRACK.						MILEAGE OWNED BY COMPANY MAKING REPORT—SINGLE TRACK.				RAILS.						
	Total mileage operated, including yard tracks and siding.	New line constructed during year.	LINE REPRESENTED BY CAPITAL STOCK	Branches and spurs.	Line of property owned by company.	Line operated under lease, etc.	Line operated under contract, etc.	New line constructed during year.	Total mileage excluding trackage rights.	Line operated under trackage rights.	Main line.	Branches and spurs.	Line of property owned by company.	New line constructed during year.	Total mileage.	Miles of iron.	Miles of steel.
Ames & College.....	1.98		1.98						4,050.43	37.88	2,907.81	1.98		4,052.51	109.40	4,896.50	
Achison, Topeka & S. F.	5,766.14		1,595.10	2,907.81	133.80	14.72			1,125.08	11.39	241.52	3.00		446.16		446.16	
Boone Valley.....	3.80		248.82	204.34	673.24	6.06			19.38	8.00	19.38	19.38		19.38		19.38	
Burlington, O. E. & N.	1,908.00		248.82	204.34	673.24	6.06			19.38	8.00	19.38	19.38		19.38		19.38	
Cedar Rapids, G. & N. W.	27.98		19.38	19.38	19.38	19.38			19.38	19.38	19.38	19.38		19.38		19.38	
Chicago, B. & Q.	7,890.98	11.67	830.80	6,209.53					6,040.33	190.60	5,209.53	0.6		6,040.33	340.01	5,738.00	
Chicago, B. & K. O.	226.65	3.30	181.56						181.56	29.39	181.56			181.56	27.82	153.74	
K. O. St. Jo. & O.	391.90	4.85	189.81	113.60					303.41	6.09	181.04			310.85	31.60	279.25	
St. Louis, K. & N. W.	876.72	1.53	166.78	59.02					233.90	38.74	69.02			236.90	31.58	193.96	
St. Louis, K. & D. M.	78.60		71.00						71.00					71.00		71.00	
Chicago, Ft. M. & D. M.	29.87		28.40						29.87		28.40			29.87		28.40	
Chicago, Iowa & Dakota.	1,130.20		712.84	138.01					844.85	57.16	138.01			944.85	28.40	844.85	
Chicago Great Western.	8,006.31		6,147.10						6,147.90	42.77				6,147.90	419.78	5,728.12	
Chicago, M. & St. P.	4,591.32		500.20	2,428.42					3,281.32	868.05	500.20			3,281.32	32.74	2,958.98	
Chicago, Rock I. & P.	7,888.50		1,927.39	1,901.01	1,188.47	60.02			5,076.99	8.73	1,901.01			5,076.99	139.46	3,998.95	
Chicago & North Western	1,938.82	11.59	1,423.64						1,423.64	69.59	1,423.64			1,423.64		1,423.64	
Chicago, St. P. M. & O.	138.68		107.43						107.43		107.43			107.43	4.87	102.55	
Sioux City & Pacific.	20.00		17.61	3.28					17.61		3.28			17.61		17.61	
Crooked Creek.	159.69		146.77						146.77	2.12				146.77		146.77	
Des Moines, N. & W.	714.19		326.63	273.01					326.58		273.01			326.58		326.58	
Dubuque & Sioux City	9.30		9.30						9.30		9.30			9.30		9.30	
Des Moines Union.	17.70		17.70						17.70		17.70			17.70		17.70	
Stacyville railroad.	597.65		361.89	141.02					361.89	3.50	141.02			502.91	78.66	424.25	
Iowa Central.	27.56		24.44						24.44		24.44			24.44		24.44	
Albia & Centerville.	7.93		6.93						6.93		6.93			6.93		6.93	
Iowa Northern.	297.84		254.65						254.65		254.65			254.65		254.65	
Keokuk & Western.	101.02		92.00						92.00		92.00			92.00		92.00	
Mason City & Ft. Dodge.	627.89		259.90	228.58					259.90	10.11	228.58			511.54	1.46	510.08	
Minneapolis & St. Louis.	31.63		28.67						28.67		28.67			28.67		28.67	
Missouri North & South.	164.74		142.38						142.38		142.38			142.38		142.38	
Omaha & St. Louis.	131.24		96.00						96.00		96.00			96.00		96.00	
Sioux City & Northern.	9.79		8.79						8.79		8.79			8.79	3.00	5.79	
Tabor & Northern.																	
Union Pacific.																	
Wabash.	2,923.40		1,570.00	24.00					1,574.90	446.20	24.00			1,594.00		1,594.00	
Winona & Western.	126.36		113.20						113.20		113.20			113.20		113.20	
Winnow Gauges Road.																	
Burlington & N. W.	60.87	10	38.73						38.73	13.76				38.73	15.45	23.28	
Burlington & Western.	109.60		70.70						70.70		70.70			70.70	53.50	17.00	
Total.....	45,624.16	340.78	17,723.90	12,085.46	1,994.51	567.56	155.38	98,24,079.47	1,583.92	17,721.80	13,645.73	51.27	31,364.53	1,879.40	29,475.97		

TABLE 42.—MILEAGE—IOWA—CONTINUED.

RAILROADS.	MILEAGE OWNED IN IOWA.				RAILS.		MILEAGE OPERATED BY ROADS MAKING REPORT.					
	Single track.	Second track.	Third track.	Yard track and siding.	Mileage owned (all tracks).	Miles of road.	Miles of steel.	Line operated and spurs.	Line of properties.	Line operated under lease.	Line operated under contract, etc.	New line built during year.
Union Pacific.....	2.46	1.63	.....	27.83	31.91	.....	.....	2.46	.....	.....	.....	.....
Wabash.....	86.70	.....	.....	9.70	96.40	.....	96.40	43.80	.....	.....	.....	.....
Winona & Western.....	23.50	.....	.....	2.61	26.11	.....	26.11	23.50	.....	.....	.....	.....
NARROW GAUGE ROADS.												
Burlington & Northwestern.....	38.73	.....	.....	8.37	47.10	21.73	23.88	38.73	.....	.....	.....	.....
Burlington & Western.....	70.70	.....	.....	5.40	76.10	58.60	17.50	70.70	.....	.....	.....	.....
Total.....	7,706.98	278.71	11.93	1,704.50	9,701.73	1,216.93	8,481.61	15,097.54	2,549.36	510.07	308.46	11,718.51
												800.05

* Connecting track. † In report for 1898, error was made in adding trackage rights (3.96 miles) to "total excluding trackage rights," hence this figure is smaller than last year by that amount. ‡ Line from Judd to Border Plains, 4.80 miles, abandoned and track removed. § Additional track. ¶ Included in total mileage.

TABLE 43—EMPLOYES AND SALARIES—IOWA.

RAILROADS.	GEN'L OFFICERS.			OTHER OFFICERS.			GEN. OFFICE CLKS.			STATION AGENTS.			OTHER STATIONMEN.			ENGINEERS.		
	Number.	Total yearly compensation.	A. V. daily compensation.	Number.	Total yearly compensation.	A. V. daily compensation.	Number.	Total yearly compensation.	A. V. daily compensation.	Number.	Total yearly compensation.	A. V. daily compensation.	Number.	Total yearly compensation.	A. V. daily compensation.	Number.	Total yearly compensation.	A. V. daily compensation.
Ames & College	11	\$ 38,808.09	\$ 9.67	76	70,714.96	2.43	72	\$ 45,234.75	\$ 3.01	158	92,249.50	1.87	182	77,847.12	1.37	102	130,643.00	3.80
Acheson, Topeka & S. E.	3	1,989.00	3.90	41	45,689.61	8.06	14	7,008.00	1.37	3	1,437.50	1.75	182	77,847.12	1.37	102	130,643.00	3.80
Boone Valley	16	79,391.54	13.62	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Burl. Cedar Rap. & Nor.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Burl. Cedar Rapids, G. & N. W.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Chicago, Burl. & Quincy	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Chicago, Burl. & K. O.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kansas O., St. J. & O. B.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
St. Louis, K. & N. W.	3	5,330.24	4.87	1	1,235.00	8.52	2	1,214.49	1.67	10	6,400.00	1.45	2	840.00	1.15	2	2,434.08	2.68
Chicago, Ft. M. & D. M.	2	1,345.00	1.58	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Chicago, Iowa & Dakota	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Chicago Great Western	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Chicago, Mil. & St. Paul	10	72,822.28	20.65	15	6,080.00	8.23	90	63,184.04	2.21	271	146,563.30	1.73	843	401,518.42	1.52	287	335,549.26	3.73
Chicago, Rock I. & Pac.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Chicago & North-west'n	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Chicago, St. P. M. & O.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
St. Louis City & Pacific	1	90.00	29	2	540.00	8.86	...	...	...	...	...	...	...	...	...	...	...	...
Crooked Creek	3	3,080.00	3.29	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Des Moines, N. & W.	6	3,250.03	7.47	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Dubuque & Sioux City	10	60,690.46	10.33	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Stacyville railroad	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Des Moines Union	2	3,100.00	4.25	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Lowa Central	15	34,768.14	6.36	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Albia & Centerville	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Iowa Northern	1	600.00	2.00	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Keokuk & Western	6	12,034.81	5.49	7	13,500.00	5.28	20	9,183.18	1.45	32	15,338.70	1.37	29	12,555.68	1.35	16	16,050.49	3.41
Mason City & Ft. Dodge	7	6,883.50	4.03	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Minneapolis & St. Louis	15	11,118.49	12.85	5	1,281.30	4.21	59	6,592.26	2.17	19	11,760.00	1.98	8	2,381.96	1.72	17	17,115.73	3.61
Muscatine N. & S.	42	1,100.00	3.22	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Omaha & St. Louis	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Sioux City & Northern	4	9,100.00	6.23	8	6,560.00	3.96	15	9,327.40	2.12	14	6,996.88	1.62	12	5,111.64	1.52	9	8,289.17	3.00
Tabor & Northern	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Union Pacific	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Wabasha	1	3,816.17	14.32	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Winona & Western	4	1,058.76	3.54	3	697.54	3.11	6	4,979.06	2.64	7	4,305.47	1.53	17	8,844.27	1.63	9	11,283.63	2.99
NARROW GAUGE ROADS.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Burlington & Northw'n.	8	2,161.40	4.61	2	916.05	2.93	6	1,324.60	1.43	8	3,421.50	1.37	3	836.55	.89	2	1,884.70	3.01
Burlington & Western	3	2,458.60	5.23	2	1,033.55	3.30	6	1,499.10	1.60	14	5,841.90	1.23	3	1,132.85	1.26	4	4,464.00	3.57
Total	129	\$338,905.48	...	137	\$194,574.83	...	436	\$397,236.90	...	1,870	\$800,177.38	...	2,402	\$1,097,100.64	...	1,560	\$1,828,721.04	...

* Six months. † Five and one-third months.

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REVIEWS

RAILROADS,	SECTION FOREMEN			OTHER TRACKMEN.			SWITCHMEN, FLAG- MEN AND WATCHMEN			TELEGRAPH OPERATORS, EMPLOYEES ACCOUNTS AND DISPATCHERS			ALL OTHER EMPLOYEES AND LABORERS.		
	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.	Number.	Total yearly compensation.	Av. daily compensation.
Ames & College.	1	\$ 493.00	\$1.31												
Atchafalaya.	6	2,760.00	1.53	53	13,874.04	1.20	11	9,104.16	\$2.94	7	2,791.92	\$1.59	124	41,585.24	1.69
Boone Valley.	103	80,212.50	1.60	679	505,658.76	1.25	11	9,104.16	\$2.94	7	2,791.92	\$1.59	124	41,585.24	1.69
Burlington, Cedar R. & N.W.	178	91,862.31	1.41	712	291,473.86	1.21	106	17,331.01	1.64	100	72,087.29	1.70	157	102,708.91	1.58
Chicago, Burlington & Q.	15	7,200.00	1.82	82	31,574.00	1.40	1	600.00	2.11	3	8,000.00	2.79	224	110,838.50	1.57
Kansas City, St. Jo. & R. O.	12	6,304.00	1.43	47	25,021.40	1.04	3	1,200.00	1.64	3	1,159.92	1.06	5	3,492.00	1.37
St. Louis, Keokuk & N.W.	9	4,380.00	1.53	47	15,891.40	1.04	3	2,049.20	2.59	2	1,140.00	1.56	5	3,435.00	1.37
Chicago, Ft. Madison & Des Moines.	10	5,320.00	1.81	50	12,315.00	1.25	1	51.12	2.22	1	800.00	1.63	5	3,435.00	1.37
Chicago, Iowa & Dakota.	2	1,800.00	1.66	0	0.00	1.02									
Chicago, Iowa & Western.	2	1,710.00	1.57	48	186,325.70	1.24	2	37,381.12	2.40	45	30,463.32	1.85	180	123,404.78	1.80
Chicago, Milwaukee & St. P.	267	158,765.00	1.74	1,163	446,587.41	1.41	335	211,160.54	2.05	155	168,297.70	2.34	1,267	90,535.56	2.58
Chicago, Rock Island & Pac.	191	110,740.00	1.80	1,163	446,587.41	1.41	335	211,160.54	2.05	155	168,297.70	2.34	1,267	90,535.56	2.58
Chicago & North Western.	202	127,195.00	1.79	1,203	413,450.51	1.30	236	175,183.48	2.08	274	125,077.21	1.93	716	286,947.00	1.77
Chicago & St. Paul, M. & O.	13	7,195.00	1.51	73	12,518.00	1.03	11	11,069.02	1.14	6	3,160.00	1.69	41	25,514.00	1.74
St. Louis, Keokuk & Pacific.	14	7,200.00	1.51	64	12,518.00	1.03	11	11,069.02	1.14	6	3,160.00	1.69	41	25,514.00	1.74
Creole Creek.	4	2,000.00	1.54	4	1,045.83	1.26							3	604.31	\$1.50
Des Moines, North'n & West.	25	13,500.00	1.43	99	35,942.00	1.14	67	39,594.57	1.62	59	4,456.68	1.53	206	154,417.05	1.75
Dubuque & Sioux City.	100	50,500.00	1.53	550	190,261.00	1.14	67	39,594.57	1.62	59	4,456.68	1.53	206	154,417.05	1.75
Stacyville railroad.	2	1,800.00	1.93	18	6,997.00	1.27	25	13,876.00	1.70	2	900.00	1.64	24	8,182.04	1.42
Des Moines Union.	81	31,271.00	1.35	378	82,735.75	1.21	41	23,794.65	2.00	31	17,678.59	1.58	60	40,787.99	1.57
Iowa Central.	4	2,000.00	1.43	29	8,810.40	1.21	41	23,794.65	2.00	31	17,678.59	1.58	60	40,787.99	1.57
Albia & Centerville.	1	489.00	1.60	5	2,540.00	1.50							1	465.50	1.2

TABLE 46—EMPLOYES AND SALARIES—

RAILROADS.	IOWA.					
	TOTAL, INCLUDING GENERAL OFFICERS.			TOTAL, EXCLUDING GENERAL OFFICERS.		
	Number.	Total yearly compensa- tion.	Average daily compensa- tion.	Number.	Total yearly compensa- tion.	Average daily compensa- tion.
Ames & College.....	4	1,754.00		4	1,754.00	
Atchison, Topeka & Santa Fe.....	759	409,152.96	\$ 2.07	759	409,152.96	\$ 2.07
Boone Valley.....	28	9,972.00		25	7,983.50	
Burlington, Cedar Rapids & Northern.....	2,725	1,583,161.18	1.87	2,714	1,544,353.04	
Cedar Rapids, Garner & Northwestern.....	115	3,388,893.11	1.75	4,099	2,309,801.67	1.70
Chicago, Burlington & Quincy.....	162	95,142.00	1.72	162	95,142.00	1.72
Chicago, Burlington & Kansas City.....	125	52,571.40	1.31	125	52,571.40	1.31
Kansas City, St. Joe & Council Bluffs.....	122	55,429.20	1.41	122	55,429.20	1.41
St. Louis, Keokuk & Northwestern.....	78	45,207.14	1.69	75	39,876.90	1.56
Chicago, Ft. Madison & Des Moines.....	30	13,125.05	1.25	28	11,790.05	1.21
Chicago, Iowa & Dakota.....	1,661	1,079,857.87	1.86	1,661	1,079,857.87	1.85
Chicago Great Western.....	6,537	4,153,393.84	2.03	6,520	4,040,411.56	2.00
Chicago, Milwaukee & St. Paul.....	3,094	1,781,888.19	1.96	3,094	1,781,888.19	1.96
Chicago, Rock Island & Pacific.....	6,333	3,362,993.81	1.96	6,333	3,362,993.81	1.95
Chicago & North-Western.....	348	228,624.59	2.10	348	228,624.59	2.10
Chicago, St. Paul, Minneapolis & Omaha.....	640	339,539.96	1.82	639	339,549.96	1.82
Sioux City & Pacific.....	18	9,480.48	1.88	15	6,400.48	1.58
Crooked Creek.....	230	124,246.28	1.72	224	115,696.28	1.63
Des Moines Northern & Western.....	1,944	1,076,000.51	1.91	1,934	1,015,310.05	1.82
Dubuque & Sioux City.....	6	2,127.97	1.24	6	2,127.97	1.28
Stacyville railroad.....	162	78,204.17	1.61	160	75,103.17	1.57
Iowa Central.....	1,287	634,919.61	1.83	1,272	600,151.47	1.75
Albia & Centerville.....	46	16,166.16	1.26	46	16,166.16	1.25
Iowa Northern.....	13	6,370.00		12	6,370.00	
Keokuk & Western.....	549	225,901.17	1.07	543	213,866.36	1.61
Mason City & Ft. Dodge.....	136	67,294.29	1.72	126	61,411.79	1.64
Minneapolis & St. Louis.....	309	134,922.99	2.05	294	123,804.50	1.90
Muscatine North & South.....	50	9,791.84	1.78	48	8,681.84	1.68
Omaha & St. Louis.....	161	63,379.43	1.69	161	63,379.43	1.59
Sioux City & Northern.....	279	137,090.20	2.02	273	127,960.20	1.93
Tabor & Northern.....	12	6,157.20	1.37	10	3,857.20	1.26
Union Pacific.....	168	111,231.13	2.11	167	107,914.68	2.02
Wabash.....	68	14,749.23	1.81	64	13,690.47	1.77
Winona & Western.....						
NARROW GAUGE ROADS.						
Burlington & Northwestern.....	86	45,056.35	1.81	83	43,804.95	1.76
Burlington & Western.....	100	48,957.20	1.57	97	46,497.60	1.61
Total.....	32,385	\$18,406,383.76		32,243	\$18,046,376.73	

IOWA CONTINUED AND ENTIRE LINE.

IOWA.				ENTIRE LINE.					
DISTRIBUTION.				TOTAL INCLUDING GENERAL OFFICERS.			TOTAL EXCLUDING GENERAL OFFICERS.		
General ad- ministra- tion.	Maintenance of way and structure.	Maintenance of equip- ment.	Conducting transpor- tation.	Number.	Total yearly compensa- tion.	Average daily compensa- tion.	Number.	Total yearly compensa- tion.	Average daily compensa- tion.
\$ 17,199.84	\$ 48,141.24	\$ 167,598.20	\$ 176,275.58	17,668	\$10,085,046.48	\$ 2.11	17,614	\$ 9,726,057.36	\$ 2.04
84,092.84	477,705.28	492,360.70	529,092.31	3,036	1,744,493.94	1.83	3,035	1,733,212.09	1.82
125,281.15	575,001.52	535,804.30	1,102,806.14	22,143	12,995,768.34	1.77	22,005	12,478,646.72	1.72
28,474.80	600.00	66,067.80	17,067.80	329	169,242.78	1.58	328	165,414.78	1.55
28,225.80	12,101.88	12,243.72	17,766.48	1,793	1,090,443.70	1.77	1,784	1,029,473.75	1.73
19,771.80	17,861.92	17,766.48	14,865.64	1,593	868,081.96	1.62	1,596	847,839.91	1.58
7,839.73	17,735.62	4,778.16	14,865.64	78	45,207.14	1.69	75	39,878.90	1.56
1,345.00	4,516.22	1,008.72	6,525.11	30	13,125.05	1.28	28	11,780.05	1.21
6,000.00	273,841.89	253,110.77	540,801.21	3,492	2,346,437.36	1.91	3,481	2,287,436.96	1.87
163,797.78	1,014,265.74	585,983.53	2,356,290.81	21,626	13,739,112.92	2.03	21,504	13,407,888.05	2.00
16,800.00	463,915.71	223,031.72	977,240.76	11,970	7,327,622.32	2.06	11,947	7,181,322.44	2.03
2,707.98	928,677.13	264,148.92	2,167,459.72	28,696	15,234,760.92	1.95	28,674	15,075,451.32	1.96
90.00	31,731.37	162,595.55	145,323.04	4,884	3,281,858.10	2.13	4,857	3,154,557.97	2.06
3,050.00	2,005.82	540.00	3,854.66	711	367,236.22	1.78	695	362,510.26	1.80
11,634.40	56,240.92	56,371.86	56,371.86	18	9,480.48	1.88	15	6,400.48	1.58
52,598.42	288,384.28	203,059.74	531,957.93	2,051	1,097,271.51	1.90	2,041	1,036,581.05	1.81
4,450.00	11,265.17	10,375.26	53,172.94	6	2,127.97	1.28	6	2,127.97	1.28
67,809.58	159,561.22	119,778.35	237,771.48	1,549	785,213.68	1.90	1,538	755,833.84	1.75
1,180.00	2,336.20	3,060.00	1,779.96	46	10,166.16	1.25	40	10,166.16	1.25
34,717.29	58,402.82	47,571.73	85,208.63	13	6,820.60	1.65	12	6,370.00	1.60
18,266.50	25,961.68	13,381.73	19,714.38	688	281,878.56	1.65	682	269,811.73	1.60
20,452.95	29,770.89	19,155.91	65,543.24	136	67,241.29	1.72	129	61,111.79	1.64
1,704.45	185.50	261.46	7,660.43	1,760	836,197.15	2.07	1,745	776,032.10	1.92
24,987.40	24,479.70	35,243.60	37,702.78	50	9,791.84	1.78	48	8,681.84	1.68
1,200.00	1,827.20	2,243.61	51,779.50	488	192,467.06	1.60	486	193,139.44	1.59
7,985.27	18,536.37	23,762.74	61,246.75	279	137,090.20	2.02	275	127,990.20	1.93
1,158.41	5,154.94	2,243.61	5,592.27	12	5,157.20	1.37	10	3,957.20	1.26
4,412.05	11,285.70	15,518.70	13,839.90	8,431	5,561,556.50	2.11	8,394	5,385,748.12	2.05
4,991.25	21,157.35	2,243.61	22,908.90	144	74,320.00	1.77	140	69,220.00	1.71
102,653.39	44,643,924.10	53,363,903.19	59,452,601.74	86	45,666.35	1.81	83	42,894.95	1.76
				100	48,957.20	1.67	97	46,407.60	1.61
\$ 102,653.39	\$ 44,643,924.10	\$ 53,363,903.19	\$ 59,452,601.74	134,926	\$78,667,761.33	2.11	123,849	\$76,763,193.80	2.05

TABLE 47—BRIDGES, TRESTLES, HIGHWAY, RAILWAY AND FARM CROSSINGS AND CATTLE GUARDS.

RAILROADS.	BRIDGES.						TRESTLES.		HIGHWAY CROSSINGS.				FARM CROSSINGS.		OVERHEAD RAILWAY CROSSINGS.			
	STEEL OR IRON.		WOODEN.		COMBINATION.		Number.	Total aggregate length.	Total number.	Total aggregate length.	TRESTLES.		At grade.	Below grade.	Number of cattle guards.	Bridges.	Conduits.	Trestles.
	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.					Overhead.	At grade.						
Ames & College	4	41	6	2,226			10	2,279										
Atchison, Topeka & Santa Fe																		
Boone Valley	168	11,887	49	932	28	5,818	245	18,687										
Burlington, Cedar Rapids & Northw'n																		
Cedar Rapids, Garner & Northw'n																		
Chicago, Burlington & Quincy	172	13,608	872	87,524	8	906	1,052	102,337										
Chicago, Rock Island & Pacific																		
K. O., St. Joe & Council Bluffs	1	30	2	185			2	185										
St. Louis, Keokuk & Northwestern																		
Chicago, Ft. Madison & Des Moines																		
Chicago, Iowa & Dakota	8	253	19	778	1	154	23	1,184										
Chicago Great Western	24	4,404	1	800	1	400	25	4,704										
Chicago, Milwaukee & St. Paul	127	14,783	70	8,618	1	400	198	23,811										
Chicago, Rock Island & Pacific	235	23,890	47	3,133	13	2,438	294	29,461										
Chicago & North-Western	53	1,611	8	1,032	4	486	303	19,032										
St. Paul, Minneapolis & Omaha																		
St. Louis & Pacific																		
Crooked Creek																		
Des Moines Northern & Western	6	900					6	900										
Dubuque & Sioux City	35	7,272	6	1,438			41	8,700										
Stacyville railroad																		
Des Moines Union	1	407					1	407										
Albia & Centerville	20	5,168	3	788	1	100	23	5,951										
Iowa Northern																		
Keokuk & Western	1	954	2	283	1	875	4	1,597										
Mason City & Ft. Dodge																		
Minneapolis & St. Louis	3	223					6	579										
Mississippi North & South	1	900					3	823										
Omaha & St. Louis																		
Sioux City & Northern																		
Tabor & Northern	1	136	12	1,066			13	1,184										
Union Pacific																		
Wabash	1	637	6	1,213			7	1,560										
Winona & Western																		
Wabash & Western																		
Burlington & Northwestern	1	80					1	80										
Burlington & Western	3	528					3	528										
Total	59	1,511	1,037	101,965	1,923	185,373	3,401	350,919	11,438	2,401	138	7,710	237	16,060	16	570	19,154	90

TABLE 48—STATIONS—RENEWALS OF RAILS AND TIES.

RAILROADS.	STATIONS.				NEW RAILS LAID DURING YEAR IN IOWA.				NEW TIES LAID DURING YEAR IN IOWA.			
	ON ROAD OWNED.		ON ROAD OPERATED.		IRON.	STEEL.	Number.	A. V. price at dis-tributing pt.	Number.	A. V. price at dis-tributing pt.	Number.	A. V. price at dis-tributing pt.
	Entire line.	In Iowa.	Entire line.	In Iowa.								
Ames & College.....	890	3	890	3	8		5,308.00	75	6,776	\$	45	
Archison, Topeka & Santa Fe.....					174		6,181.54	80	264,969		45	
Boone Valley.....	79	76	196	158								
Burlington, Cedar Rapids & Northern.....	3	3	5	5								
Cedar Rapids, Garner & Northwestern.....	908	149	903	149	145		10,514.50	75	271,836		43	
Chicago, Burlington & Quincy.....	84	16	38	20	16		635.00	75	20,961		48	
Kansas City, St. Joseph & Council Bluffs.....	55	10	55	10	7		142.97	75	10,296		37	
St. Louis, Keokuk & Northwestern.....	41	14	43	15	8				16,437		37	
Chicago, Fort Madison & Des Moines.....	19	19	19	19	10				23,978		33	
Chicago, Iowa & Dakota.....	6	6	6	6	5				1,920		34	
Chicago, Great Western.....	174	84	195	85			1,490.93	75				
Chicago, Milwaukee & St. Paul.....	420	122	476	169	150		1,118.75	80	801,802		35	
Chicago, Rock Island & Pacific.....	697	195	814	198	191		10,186.00	86	334,211		45	
Chicago & North-Western.....	273	20	290	20	19				13,296		44	
Chicago, St. Paul, Minneapolis & Omaha.....	16	15	16	12	13				13,282		70	
St. Louis & Pacific.....	5	5	5	5			49.90	60	565		37	
Crooked Creek.....	29	29	29	29	26				16,536		33	
Des Moines Northern & Western.....	121	113	131	113	96		3,618.00	85	131,594		35	
Dubuque & Sioux City.....	2	2	2	2	2							
Stacyville railroad.....												
Des Moines Union.....	96	77	96	77	67		2,471.00	70	4,564		55	
Iowa Central.....	3	3	3	3	3				185,980		41	
Albia & Centerville.....									11,449		63	
Iowa Northern.....	45	28	46	29	28				700		67	
Keokuk & Western.....	18	18	18	18	13				71,265		39	
Mason City & Fort Dodge.....	91	83	91	23	19		23.40	60	11,288		36	
Minneapolis & St. Louis.....	5	5	5	5	5		17.19	54	22,319		43	
Muscatine North & South.....	31	15	25	14	10							
Omaha & St. Louis.....	16	12	16	12	13				5,000		60	
Sioux City & Northern.....	3	2	2	2	2		176.00	56	10,068		44	
Tabor & Northern.....												
Union Pacific.....	323	10	395	22	14							
Wabash.....	19	4	19	4	3							
Winona & Western.....									6,686		31	
NARROW GAUGE ROADS.												
Burlington & Northwestern.....	8	8	10	10	9		42.50	53	6,338		23	
Burlington & Western.....	14	14	21	21	13		366.50	53	12,011		21	
Total.....	4,408	1,067	4,890	1,268	1,061		49,277.18		1,771,964			

TABLE 50—DESCRIPTION OF EQUIPMENT—CONTINUED.

RAILROADS.	CARS IN COMPANY'S SERVICE.					CARS IN FAST FREIGHT SERVICE			CARS LEASED.			GR'D TOTAL.	
	Gravel.	Derrick.	Caboose.	Other road cars.	Total.	EQUIPPED WITH—		Number.	Train brake.	Auto-coupler.	Number.	Number of cars owned & leased.	Number of cars and locomotives owned.
						Train brake.	Auto-coupler.						
Ames & College	321	8	375	56	760	527	266	...	...	...	...	25,604	26,488
Atchison, Topeka & Santa Fe	5,804	1
Boone Valley	5,356	5,483
Burlington, Cedar Rapids & Northern	27	8	70	41	141	5	106	...	...	...	...	27,604	28,217
Cedar Rapids, Garner & Northwestern	1,134	1,178
Chicago, Burlington & Quincy	643	670
Chicago, Burlington & Kansas City	38	41
Chicago, St. Joseph & Council Bluffs	30	33
St. Louis, Keokuk & Northwestern	3,405	3,503
Chicago, Ft. Madison & Des Moines	84,962	85,705
Chicago, Iowa & Dakota	17,358	17,833
Chicago Great Western	100	8	85	319	507	7	106	...	...	...	...	38,083	38,083
Chicago, Milwaukee & St. Paul	10,319	10,488
Chicago, Rock Island & Pacific	488	23	238	79	851	30	577	...	...	...	...	385	397
Chicago & North-Western	33	34
Chicago, St. Paul, Minneapolis & Omaha	2,66	267
Chicago, St. Paul, Minneapolis & Omaha	251	306
St. Louis City & Pacific	2,444	2,515
Crooked Creek
Des Moines, Northern & Western
Dubuque & Sioux City
Stacyville railroad
Des Moines Union
Iowa Central
Albia & Centerville
Iowa Northern
Keokuk & Western	20	9	10	5	37	8	8	...	...	...	...	954	975
Mason City & Ft. Dodge	276	213
Minneapolis & St. Louis	3,141	3,309
Muscataine North & South
Omaha & St. Louis	532	545
Omaha & St. Louis	483	494
Sioux City & Northern
Taber & Northern
Union Pacific
Wabash
Winona & Western	200	8	320	265	793	150	...	...	...	...	...	13,920	14,324
WINNABOW GAUGE ROADS.
Burlington & Western
Burlington & Western
Burlington & Western
Total	1,226	86	2,680	1,264	5,266	799	2,936	150	...	...	...	187,768	193,951

TABLE 51—MILEAGE TRAFFIC—IOWA.

RAILROADS.	PASSENGER TRAFFIC.											EXPENSES OF RUNNING AND MANAGEMENT OF PASSENGER TRAINS.	
	No. passengers carried.	Number of passengers carried one mile.	Average distance carried.	Total passenger revenue.	Amount received from each passenger.	Average receipts per passenger—cents.	Total passenger earnings.	Passenger earnings per mile.	Highest rate of fare per mile—cents.	Lowest rate of fare per mile—cents.	Cost of carrying one mile—cents.	Amount.	Per cent.
Ames & College.....	669,812		1.88	\$ 32,425.78			\$ 3,334.11	\$ 1,067.66	.70	5.00	0.00		
Atchison, Topeka & Santa Fe.....							33,119.74						
Boone Valley.....				548.73			684.73						
Burlington, Cedar Rapids & Northern.....	512,994	37,900,933	40.63	896,178.13	\$ 1.10	3.00	1,070,438.23		.90	3.50	2.30		
Cedar Rapids, Garner & Northwestern.....	3,154	44,236	14.00	1,653.94	.52	3.50	1,653.94	98.67	1.73	3.50			
Chicago, Burlington & Quincy.....													
Chicago, Burlington & Kansas City.....													
Kansas City, St. Jo & Council Bluffs.....													
St. Louis, Keokuk & Northwestern.....													
Chicago, Ft. Madison & Des Moines.....	28,440	625,580	22.00	15,405.95	.54	2.40	25,481.21		.56	4.00	1.33		
Chicago, Iowa & Dakota.....	19,203	598,842	14.00	6,838.96	.32	2.55	8,408.31		.70	4.00	2.00		
Chicago Great Western.....				612,093.27			615,915.37		1.33	3.00	3.00		
Chicago, Milwaukee & St. Paul.....	1,658,149	77,320,546	46.63	1,743,574.46	1.05	3.26	2,080,654.70		1.67	3.00	1.00		
Chicago, Rock Island & Pacific.....	1,071,557	90,460,860	84.32	1,466,759.78	1.19	3.19	2,424,314.47		2,078.83	1.07	4.00		
Chicago & North-Western.....	146,675	7,461,946	50.87	371,064.53	1.17	3.30	211,169.93		2,092.57	1.23	4.00		\$2,145,560.92
Chicago, St. Paul, Minneapolis & O.....	214,734	9,361,130	41.45	194,703.88	.91	2.19	259,710.99		2,854.61	1.00	2.80		133,955.58
Sioux City & Pacific.....													63.28
Crooked Creek.....				702.01			1,410.81		80.11	4.00	2.80		
Des Moines, Northern & Western.....	194,974	5,099,342	26.00	111,241.00	.57	3.19	135,061.54		913.17	3.00	1.00		
Dubuque & Sioux City.....	668,534	27,443,631	41.16	662,281.96	.99	3.41	835,200.38		1,455.09	3.00			
Siouxville Railroad.....	3,287	21,558	6.56	551.65	.16	2.47	1,146.95		144.63	3.00			
Des Moines Union.....													
Iowa Central.....	443,316	12,278,268	28.00	296,673.50	.65	2.36	354,305.23		849.52	3.00	.58		
Albia & Centerville.....	19,022	913,985	18.00	8,044.14	.12	2.37	9,736.50		307.97	3.00	1.04		
Iowa Northern.....	13,921	43,409	15.32	3,324.18	.10	3.00	1,302.18		200.89	4.00	3.00		
Keokuk & Western.....	167,001	4,034,268	27.84	119,058.42	.67	2.42	139,153.58		782.64	.64			
Mason City & Ft. Dodge.....	56,639	1,162,993	21.10	32,698.12	.65	2.74	39,336.93		427.56	4.00	2.00		
Mason City & St. Louis.....	134,027	4,483,169	34.40	160,921.72	.76	2.25	138,811.71		965.21	73			
Muscatine North & South.....	3,251	49,079	15.00	1,463.19	.45	2.60	1,657.97		57.83	3.50	1.80		
Maquoket North & South.....	86,923	2,798,921	32.23	75,734.07	.58	2.04	97,624.98		298.23	.73	3.00		147,294.88
Omaha & St. Louis.....	22,168	639,846	27.88	23,549.05	1.06	2.80	31,430.70		403.18	3.00	2.00		51
Stark & St. Louis.....													19,551.82
Tabor & Northern.....													36.91
Union Pacific.....				8,670.64			4,432.60		504.28	4.00	2.84		
Wabash.....	75,030	4,311,850	26.14	53,000.10	.71	1.26	74,410.29		366.71	.59	2.00		
Winona & Western.....	8,885	197,997	22.00	5,453.86	.61	2.75	7,358.66		313.13	.50	3.00		
SAKAW GAUOS ROAD.....													
Burlington & Northwestern.....	24,058	512,201	21.00	14,552.11	.60	2.84	19,437.10		370.23	1.36			
Burlington & Western.....	29,041	644,268	22.37	15,265.48	.54	2.37	21,217.68		309.29	1.36			
Total.....	7,167,015	298,427,860		\$8,526,298.57			\$ 10,550,291.26						\$2,448,073.14

TABLE 52—MILEAGE TRAFFIC—IOWA—CONTINUED.

RAILROADS.	FREIGHT TRAFFIC.										EX. OF RUNNING AND MANAGT OF FREIGHT TRAINS.			AVERAGE NO. TONS OF FREIGHT.		
	Number of tons carried earning revenue.	Number of tons carried one mile.	Average distance haul on one ton—miles.	Total freight revenue.	Average amount received for each ton of freight.	Average receipts per ton per mile—cents.	Total freight earnings.	Freight earnings per mile of road.	Percentage of freight from point to point in Iowa.	Amount.	Per train mile.	Average cost per ton per mile to move freight—cents.	In train.	In each loaded car.	In each car.	In O. L.
Ames & College.				1,844.76												
Archison, T. & S. F.				64,427.28			84,730.80	\$4,506.30	9.0300							
Boone Valley.				11,003.63			11,003.63	3,401.86	2.05277	33.53						
Burl, Cedar R. & N. W.	2,137,948	294,260,756	135.75	3,324,955.90	\$1.53575	1.1300	28,949,936.20	1,011.13	.94667	\$4,370.20	\$46.					
Cedar R. G. & N. W.	21,679	303,506	14.00	14,659.70	.07600	2.57	14,659.70									
Chi. Burl. & Quincy																
O. B. & K. C.																
K. C. St. Jo. & O. B.																
St. L. K. & N. W.																
Chi. Ft. M. & D. M.	34,902	1,031,578	48.18	57,379.67	1.04402	3.412	67,379.67	609.15	1.23392							
Chi. Iowa & Dakota	30,510	336,120	12.00	25,676.82	.80092	4.004	25,676.82	321.80	1.7180							
Chi. Great Western				9,268,576.25			9,268,576.25	4,359.45	1.709							
Chi. Mil. & St. Paul				4,592,088.67			7,609,089.47	4,357.19	1.50401							
Chi. R. I. & P.	3,855,261	473,752,412	122.66	4,380,114.20	1.13844	.926	4,380,114.20	4,054.74	1.49048				105.51	11.13		
Chicago & N. W.	4,664,257	564,379,051	298.90	7,618,693.50	1.63570	.716	7,618,693.50	4,532.91	2.4083	371,087.75	63.5	349	191.20	12.06		
Chi. St. P. M. & O.	344,703	58,745,060	170.40	560,210.78	1.05131	.969	569,493.17	3,800.21	2.4083							
St. Louis & Pac.	490,251	18,027,080	37.00	217,250.52	4.4313	1.305	317,451.93	2,000.79	1.43412							
Crooked Creek	16,658	10,154.19		10,154.19			10,154.19	576.61	4.52	122,150.87	75.54	.077	110.52	12.38		
Des Moines N. & W.	348,087	13,561,010	39.20	381,311.85	1.0051	2.70	381,311.85	2,591.03	2.4663				87.50	12.50		
Dubuque & Sioux O.	1,138,211	185,403,937	162.89	2,086,819.31	1.03441	1.136	2,086,819.31	3,640.30	1.50496				109.20	10.40		
Stacyville R. R.	13,689	93,721	6.84	6,062.61	.44255	6.489	6,062.61	784.62	1.21838				18.58	4.10		
Des Moines Union.																
Iowa Central.	1,370,604	154,842,310	113.00	1,232,746.69	.90941	.731	1,232,746.69	3,905.31	1.45769				178.00	16.00		
Albia & Cent'ville	125,750	2,441,253	17.00	31,005.61	.29073	1.271	31,005.61	1,294.68	1.33600				144.00	19.00		
Iowa Northern.	178,760	715,196	4.00	14,217.21	1.90	1.90	14,217.21	300.99	1.43444	100.00		4.47	240.00	29.00		
Keokuk & Western.	177,963	28,168,960	159.81	235,201.95	.85298	1.026	238,301.35	1,345.18	1.45332				97.90	10.34		
Mason City & Ft. D.	191,553	5,512,042	29.03	109,579.97	.85927	3.016	169,578.97	1,843.23	2.81571				91.48	12.51		
Minneapolis & St. L.	475,119	30,300,870	64.00	222,043.17	.67783	1.065	323,038.62	2,315.50	1.57660				87.74	12.07		
Muscatoine N. & S.	17,354	452,815	26.00	10,020.11	.01197	2.343	10,020.11	370.43	1.32085				50.00	15.00		
Omaha & St. Louis.	138,826	14,995,703	51.87	124,164.04	.801	.82	124,164.04	1,874.45	1.13	148,446.60	59.	.730	210.00	24.00		
Sioux City & North.	253,523	22,017.03	51.87	22,017.03	.85773	1.630	22,017.03	3,882.18	3.6254	43,441.29	72.742		354.10	13.70		
Tabor & Northern.				8,778.09			8,761.03	906.70								
Union Pacific.																
Winona.	159,752	35,236,601	228.54	105,477.99	.75475	.816	105,477.99	845.85	1.4297				234.72	13.64		
Winona & Western.	25,383	1,371,212	54.00	30,304.06	1.19550	2.21	30,304.06	313.13	2.60880							
WARREN G. ROADS.																
Burl. & N. W.	74,708	2,427,276	32.00	72,141.65	.96293	2.072	72,141.65	1,373.22								
Burl. & Western.	90,214	5,301,974	58.77	79,432.88	.88040	1.404	79,432.88	762.31	5.75337							

TABLE 53.—MILEAGE TRAFFIC—IOWA—CONTINUED.

RAILROADS.	PASSENGER AND FREIGHT TRAFFIC.				GROSS EARNINGS FROM OPERATION.				EXPENSES.		Net earnings per mile.	EXPENSES OF RUNNING AND MANAGEMENT OF ALL TRAINS EARNING REVENUE
	PASSENGER AND FREIGHT REV. PER MILE OF R.R.		PASSENGER AND FREIGHT EARN'GS.		GROSS EARNINGS FROM OPERATION.		EXPENSES.					
	Miles.	Amount.	Amount.	Per mile of road.	Amount.	Per mile of road.	Amount.	Per mile.				
Ames & College	1.95	\$2,615.68	\$5,178.87	\$2,615.68	\$5,178.87	\$2,615.68	\$5,178.87	\$2,615.68	\$5,178.87	\$2,615.68	\$5,178.87	\$2,615.68
Archives, Topeka & Santa Fe	10,836	5,430.67	117,550.20	3,880.76	119,000.93	3,999.73	143,119.27	3,730.78	143,119.27	3,730.78	143,119.27	3,730.78
Boone Valley	1,642.38	3,880.76	11,842.38	3,880.76	11,842.38	3,880.76	11,842.38	3,880.76	11,842.38	3,880.76	11,842.38	3,880.76
Burlington, Cedar Rapids & N.W.	4,321,133.99	3,863.67	4,386,394.99	4,576.05	4,401,391.36	4,581.30	2,942,447.23	3,682.70	2,942,447.23	3,682.70	2,942,447.23	3,682.70
Cedar Rapids, Garner & N.W.	10,486.95	598.09	16,486.95	598.09	16,486.95	598.09	16,486.95	598.09	16,486.95	598.09	16,486.95	598.09
Chicago, Burlington & Quincy												
Chicago, Burlington & K.O.												
Chicago, Burlington & N.W.												
Chicago, Ft. Madison & Des M.	72,793.93	1,026.17	82,861.40	1,167.06	81,581.40	1,107.06	92,399.76	1,160.56	92,399.76	1,160.56	92,399.76	1,160.56
Chicago, Iowa & Dakota	22,445.48	1,238.90	34,869.18	1,320.80	34,869.18	1,320.80	34,869.18	1,320.80	34,869.18	1,320.80	34,869.18	1,320.80
Chicago, Iowa & Western	2,811,171.93	6,040.96	2,914,491.62	6,263.06	2,922,033.62	6,279.96	2,014,769.04	6,239.35	2,014,769.04	6,239.35	2,014,769.04	6,239.35
Chicago, Milwaukee & St. P.	8,034,166.82	5,925.35	9,531,762.78	6,131.70	9,549,249.49	6,147.07	8,865,397.47	6,235.11	8,865,397.47	6,235.11	8,865,397.47	6,235.11
Chicago, Rock Island & Pac.	6,132,688.75	5,738.13	6,453,618.99	6,051.42	6,508,404.01	6,097.81	5,586,131.21	5,454.11	5,586,131.21	5,454.11	5,586,131.21	5,454.11
Chicago & North-Western	9,666,368.07	8,238.56	10,044,026.34	8,612.74	10,055,909.51	8,622.57	9,586,113.21	8,470.05	9,586,113.21	8,470.05	9,586,113.21	8,470.05
Chicago, St. Paul, Minn. & O.	140,860.99	7,260.17	730,090.10	7,640.78	770,433.97	7,540.57	428,134.30	4,155.30	428,134.30	4,155.30	428,134.30	4,155.30
Sioux City & Pacific	41,896.40	5,119.38	448,962.84	5,354.40	456,288.26	5,670.27	240,535.10	2,988.19	240,535.10	2,988.19	240,535.10	2,988.19
Crooked Creek	10,836.30	17.61	616.47	11,805.09	656.72	11,805.09	656.72	11,805.09	656.72	11,805.09	656.72	11,805.09
Des Moines, Northern & W'n	402,552.42	143.89	3,308.16	517,273.39	3,474.29	534,151.15	381,187.37	2,924.44	381,187.37	2,924.44	381,187.37	2,924.44
Dubuque & Sioux City	7,748,074.17	975.24	4,796.64	2,922,076.94	5,007.48	2,948,616.73	5,143.77	1,630,413.35	2,814.40	2,939.57	1,630,413.35	2,814.40
Stacyville railroad	6,594.37	7.93	531.56	7,259.90	909.15	7,310.91	909.38	6,539.15	823.33	85.97	6,539.15	823.33
Des Moines Union	1,883,490.19	415.72	3,462.11	1,987,111.92	3,781.64	133,713.58	93,138.81	91,696.08	94,782.72	11,550.79	91,696.08	94,782.72
Iowa Central	39,060.75	24.65	1,366.98	40,762.11	1,699.62	40,813.70	1,669.05	1,083,450.72	2,531.96	1,387.69	1,083,450.72	2,531.96
Albia & Centerville	15,059.20	2,520.63	16,659.39	2,559.65	15,659.39	2,550.05	33,850.24	1,385.03	33,850.24	1,385.03	33,850.24	1,385.03
Keokuk & Western	348,959.37	175.59	2,584.78	373,284.93	2,137.84	898,323.39	2,271.34	11,858.06	1,711.11	548.54	11,858.06	1,711.11
Maquoket City & Ft. Dodge	292,215.00	3,197.89	308,012.50	2,570.79	309,030.55	2,372.62	293,021.97	1,447.93	293,021.97	1,447.93	293,021.97	1,447.93
Missouri & St. Louis	432,889.90	130.41	3,141.23	469,189.97	3,363.18	469,189.97	3,363.18	117,863.16	1,281.12	991.56	117,863.16	1,281.12
Muscatine North & South	13,693.30	3,491.46	12,278.09	438.25	12,384.08	428.46	332,812.20	2,813.90	332,812.20	2,813.90	332,812.20	2,813.90
Omaha & St. Louis	300,948.11	65.72	3,639.49	211,789.02	3,454.55	211,789.02	3,454.55	14,445.03	603.17	974.71	14,445.03	603.17
Sioux City & Northern	245,476.58	77.98	3,147.83	254,632.22	3,366.36	261,710.80	3,366.36	918,419.12	3,321.90	1,334.55	918,419.12	3,321.90
Tabor & Northern	12,449.75	8.79	1,416.43	13,116.72	1,500.99	13,423.09	1,527.08	157,651.28	2,021.08	615.96	157,651.28	2,021.08
Union Pacific								8,011.41	911.42	615.96	8,011.41	911.42
Wabash	158,508.09	96.70	1,371.11	179,888.28	1,442.57	179,888.28	1,442.57	212,382.91	1,702.35	250.78	212,382.91	1,702.35
Winona & Western	35,757.95	23.50	1,021.61	37,662.75	1,662.67	38,350.90	1,697.70	25,918.49	1,102.91	524.78	25,918.49	1,102.91
NAWAHO GAUW ROADS												
Burlington & Northwestern	80,693.76	1,651.31	91,578.75	1,744.36	91,578.75	1,744.36	45,105.09	917.43	45,105.09	917.43	45,105.09	917.43
Burlington & Western	94,688.66	70.70	908.71	101,240.06	971.55	101,240.06	971.55	91,094.92	874.23	97.36	91,094.92	874.23
Total	\$30,780,685.86	7,654.06	5,203.90	\$41,901,978.53	5,343.70	\$42,182,744.94	5,511.90	\$28,545,202.77	3,729.00	1,782.90	\$28,545,202.77	3,729.00

* Deficit.

TABLE 64.—MILEAGE TRAFFIC—IOWA—CONTINUED.

RAILROADS.	TRAFFIC EARNING REVENUE.				MILEAGE—MILES RUN.				AV. NUMBER OF CARS IN TRAIN.				MILEAGE OF FREIGHT CARS.			
	Passenger	Freight	Mixed	Total.	Switching	Construction and others.	Grand total.	All.	Loaded.	Empty.	Loaded, north or east.	Loaded, south or west.	Empty, north or east.	Empty, south or west.		
Ames & College.....	47,460	63,061		140,541			140,541	26	17	1	321,595	891,101	335,205	290,687		
Atchison, Topeka & Santa Fe.....																
Boone Valley.....																
Burlington, Cedar Rapids & Nor- western.....	1,162,582	1,019,737		2,402,019	333,180	132,418	3,787,107	8	6	3						
Cedar Rapids, Garner & N. W.				9,620			9,620									
Chicago, Burlington & Quincy.....																
Chicago, Burlington & Quincy, C.																
Kansas City, St. Joe & O. Bluffs.....																
St. Louis, Keokuk & Northwest Pn.																
Chicago, Ft. Madison & Des Moines.....	45,652	46,502		92,154			92,154									
Chicago, Iowa & Dakota.....	10,818	21,627		32,445			32,445									
Chicago Great Western.....	938,977	1,904,556		2,843,533	192,660	85,122	3,921,315	15	13	3	18,754	14,734	2,740	8,740		
Chicago, Milwaukee & St. Paul.....	1,923,932	5,301,211	135,520	7,460,672			7,460,672				10,842,463	9,946,598	2,867,467	3,253,874		
Chicago, Rock Island & Pacific.....	1,936,955	2,697,636		4,634,591			4,634,591				20,330,792	20,233,717	8,990,705	6,921,769		
Chicago, & North-Western.....	2,361,395	6,229,867	250,925	7,842,265	1,065,684	177,739	6,071,314	19	14	5	45,184,750	43,061,437	15,945,211	14,960,560		
Chicago, St. Paul, Minn. & Omaha.....	155,327	254,523	10,442	390,792	90,130	2,558	483,490	21	16	5						
Sioux City & Pacific.....	209,819	157,507	5,610	372,926	67,640	1,323	441,700	13	9	4	753,925	705,768	329,371	333,950		
Crooked Creek.....																
Des Moines Northern & Western.....	215,464	131,816	30,369	377,652			377,652									
Dubuque & Sioux City.....	963,673	1,156,157		2,060,230	417,944	22,812	2,538,112	19	16	4	9,130,383	8,691,985	2,174,897	294,344		
Stacyville Railroad.....	5,216	4,976		10,192	391		10,583	7	5	2	10,798	11,681	5,321	5,915,545		
Des Moines Union.....																
Iowa Central.....	527,953	893,610		1,391,498	208,166	65,525	1,605,159	17	12	6	5,536,323	4,438,158	1,910,219	43,707,080		
Albia & Centerville.....	80,823	10,889		47,811	96	3,924	51,831	14	8	6	124,639	117,450	53,484	19,800		
Iowa Northern.....																
Keokuk & Western.....																
Mason City & Ft. Dodge.....	204,700	162,302		360,002	45,463	7,104	441,568	14	9	6	37,746	37,746	37,746	37,746		
Keokuk & Western.....	49,180	60,298		109,478												
Keokuk & Western.....	190,907	180,706		370,307												
Muscatine North & South.....	7,540	8,004		15,544												
Omaha & St. Louis.....	124,863	117,001		241,064	58,412	12,000	312,676	16	10	8	1,194,042	1,916,516	319,954	210,417		
Sioux City & Northern.....	50,292	58,345		108,547	29,751	2,005	140,303	23	17	5	491,257	505,944	20,817	2,208		
Tabor & Northern.....																
Union Pacific.....																
Wabash.....	125,415	142,028		267,443	48,793	7,025	323,259	24	17	7						
Winona & Western.....	14,708	14,708		29,416			29,416									
NARROW GAUGE ROADS.																
Burlington & Northwestern.....	14,270	12,539		26,809	10,774		37,583									
Burlington & Western.....	68,100	97,297		165,397	14,292		179,689									
Total.....	11,375,710	19,953,171	482,422	31,811,309	4,745,090	854,560	37,491,357				90,042,458	90,619,492	31,399,960	32,313,910		

*North or west. †South or east.

TABLE 65—MILEAGE TRAFFIC—ENTIRE LINE.

PASSENGER TRAFFIC.									
Number of passengers carried earning rev- enue.	Number of passengers carried one mile.	Average dis- tance car- ried—miles.	Total passen- ger revenue.	Amount received from each passenger.	Average rate per mile—cents.	Total passen- ger earnings.	Passenger earnings per mile of road.	Passenger earnings per train mile.	
906,822	240,622,100	85.16	\$ 5,324,040.45	\$ 2.188	2.518	\$ 3,324.11	\$ 1,550.62	\$1.14307	
2,825,376	40,131,187	43.70	169,450.64	1.04	3.01	1,182,405.88	1,022.82	.89388	
917,203	44,266	14.60	1,653.94	.03	3.5	548.78	56.07	1.71	
3,164	330,823,216	730.87	7,025,497.94	.61	2.080	9,433,281.20	1,513.01	1.04940	
160,836	2,074,391	19.17	93,388.95	.58	3.036	125,858.75	509.03	731.061	
554,371	35,625,145	54.44	603,217.98	1.06	1.946	812,284.51	2,024.51	1.03433	
592,911	24,906,806	40.80	661,513.14	.84	2.046	920,450.78	2,345.43	3.93907	
28,440	125,000	22.00	15,405.95	.64	2.462	25,491.23	356.89	.56818	
18,208	258,842	14.00	6,828.00	.82	2.55	8,493.21	321.80	.785	
1,164,510	52,888,185	45.40	1,057,890.36	.91	2.55	1,301,400.00	1,494.72	.64465	
7,677,780	230,017,173	37.77	6,778,921.50	.88	2.337	9,301,250.44	1,502.95	1.00839	
5,770,940	244,943,476	42.45	4,998,605.30	.86	2.039	6,049,434.63	1,992.46	.98197	
15,303,603	420,515,340	27.48	8,202,604.87	.53	1.061	9,899,771.54	1,938.95	.92087	
1,817,004	9,453,573	50.80	2,158,467.78	1.17	2.301	2,567,202.95	1,713.08	1.02393	
238,668	9,410,359	40.31	509,613.96	.89	2.236	584,471.51	2,266.94	1.15463	
104,074	5,079,342	25.00	702.01	.57	2.019	1,410.81	80.11	.60965	
989,492	27,742,615	46.22	111,231.09	.97	2.413	135,961.54	943.47	.88830	
8,397	21,558	6.50	698.37	.16	2.466	846,640.93	1,412.00	2.19839	
530,634	14,784,470	27.00	34,079.27	.64	2.35	425,493.82	845.07	.65041	
19,022	813,935	10.00	8,064.14	.42	2.598	8,736.50	397.97	.31569	
13,021	46,403	8.93	1,302.18	.10	3	1,362.18	390.89	1.369	
245,300	6,860,960	27.80	165,614.14	.07	3.410	204,691.76	788.30	.64320	
50,619	1,162,933	21.40	82,698.12	.38	2.736	36,335.53	427.16	.80015	
657,077	24,870,677	59.72	494,031.38	.75	1.980	603,177.73	1,462.47	.93129	
3,251	40,079	15.00	1,453.19	.45	2.961	1,637.87	87.83	.21689	
188,308	8,165,598	32.33	166,921.90	.88	2.505	212,248.28	1,290.28	.7817	
23,716	993,935	41.40	22,569.35	1.16	2.505	37,412.74	384.84	.60077	
3,751,019	210,502,609	56.14	3,905,102.07	1.06	1.897	4,970,967.59	2,186.40	.79416	
42,445	953,661	22.00	36,270.98	.16	3.754	65,377.66	311.64	.40758	
24,058	512,301	21.00	14,582.11	.60	2.841	19,437.10	870.28	1.30321	
26,911	644,296	22.97	15,356.48	.54	2.568	21,907.68	269.59	.32025	
52,740,816	2,094,317,978	39.78	\$ 44,006,173.41			\$ 58,407,467.09			
Total.....									

*East of Missouri river.

TABLE 56—MILEAGE TRAFFIC—ENTIRE LINE.

FREIGHT TRAFFIC.														
Railroads.	No. of tons of freight car.	Net earnings.	No. of tons carried one mile.	Average distance of haul of one ton.	Total freight revenue.	Average amount received for each ton of freight.	Average receipts per ton per mile—cents.	Total freight earnings.	Freight earnings per mile of road.	Freight earnings per train mile.	Average cost per ton per mile to move freight—cents.	Average No. of tons of freight loaded car.	Average No. of tons of freight in each loaded car.	Average No. of tons of freight in each car.
Ames & College	7,056,351	\$19,188,041.20	2,012,013,566	255.13	\$1,027,009.75	\$1,037.40	.553	\$1,027,009.75	\$1,037.40	\$1,037.40	1.034	471	12	12
Atchison, Topeka & Santa Fe	2,318,912	3,077,503,547	134.78	134.78	1,027,009.75	1,037.40	.553	1,027,009.75	1,037.40	1,037.40	1.034	471	12	12
Boone Valley	21,571	3,077,503,547	134.78	134.78	1,027,009.75	1,037.40	.553	1,027,009.75	1,037.40	1,037.40	1.034	471	12	12
Burlington, Cedar Rapids, & N.W.	13,883,880	2,402,357,957	172.15	172.15	2,402,357,957	2,402,357,957	.553	2,402,357,957	2,402,357,957	2,402,357,957	2,402,357,957	174	96	18
Cedar Rapids, Garner & N.W.	936,880	20,330,460	20,330,460	19.15	20,330,460	20,330,460	.553	20,330,460	20,330,460	20,330,460	20,330,460	180	01	11,06
Chicago, Burlington & Quincy	1,618,958	135,733,062	135,733,062	82.35	135,733,062	135,733,062	.553	135,733,062	135,733,062	135,733,062	135,733,062	228	72	7,81
Kansas City, St. Jo. & O. R.	1,702,191	210,852,722	210,852,722	117.15	210,852,722	210,852,722	.553	210,852,722	210,852,722	210,852,722	210,852,722	228	72	13,86
St. Louis, Keokuk & N. W.	34,002	1,391,578	1,391,578	48.18	1,391,578	1,391,578	.553	1,391,578	1,391,578	1,391,578	1,391,578	304	98	14,58
Chicago, Ft. Madison & D. M.	80,610	386,120	386,120	12.00	386,120	386,120	.553	386,120	386,120	386,120	386,120	174	96	18
Chicago, Iowa & Dakota	1,720,924	1,720,924	1,720,924	12.00	1,720,924	1,720,924	.553	1,720,924	1,720,924	1,720,924	1,720,924	174	96	18
Chicago Great Western	15,830,136	3,070,570,710	3,070,570,710	103.97	3,070,570,710	3,070,570,710	.553	3,070,570,710	3,070,570,710	3,070,570,710	3,070,570,710	174	96	18
Chicago, Milwaukee & St. P.	7,083,248	1,435,390,531	1,435,390,531	203.54	1,435,390,531	1,435,390,531	.553	1,435,390,531	1,435,390,531	1,435,390,531	1,435,390,531	174	96	18
Chicago, Rock Island & Pacific	21,551,144	3,406,815,923	3,406,815,923	154.00	3,406,815,923	3,406,815,923	.553	3,406,815,923	3,406,815,923	3,406,815,923	3,406,815,923	174	96	18
Chicago & North-Western	4,740,108	898,181,761	898,181,761	170.50	898,181,761	898,181,761	.553	898,181,761	898,181,761	898,181,761	898,181,761	174	96	18
Chicago, St. P., Minneapolis & O.	615,441	21,076,398	21,076,398	40.89	21,076,398	21,076,398	.553	21,076,398	21,076,398	21,076,398	21,076,398	174	96	18
Crooked Creek	348,067	13,661,010	13,661,010	30.20	13,661,010	13,661,010	.553	13,661,010	13,661,010	13,661,010	13,661,010	174	96	18
Des Moines, Northern & Western	1,140,908	186,306,895	186,306,895	163.21	186,306,895	186,306,895	.553	186,306,895	186,306,895	186,306,895	186,306,895	174	96	18
Dubuque & Sioux City	13,069	60,721	60,721	6.84	60,721	60,721	.553	60,721	60,721	60,721	60,721	174	96	18
Stacyville Railroad	13,069	60,721	60,721	6.84	60,721	60,721	.553	60,721	60,721	60,721	60,721	174	96	18
Des Moines Union	1,548,411	203,650,398	203,650,398	133.50	203,650,398	203,650,398	.553	203,650,398	203,650,398	203,650,398	203,650,398	174	96	18
Iowa Central	136,700	2,441,253	2,441,253	17.00	2,441,253	2,441,253	.553	2,441,253	2,441,253	2,441,253	2,441,253	174	96	18
Atchison, Topeka & Santa Fe	178,779	718,190	718,190	4.00	718,190	718,190	.553	718,190	718,190	718,190	718,190	174	96	18
Iowa Northern	261,739	32,985,295	32,985,295	120.84	32,985,295	32,985,295	.553	32,985,295	32,985,295	32,985,295	32,985,295	174	96	18
Keokuk & Western	101,533	6,612,042	6,612,042	28.80	6,612,042	6,612,042	.553	6,612,042	6,612,042	6,612,042	6,612,042	174	96	18
Mason City & Ft. Dodge	1,533,378	156,374,613	156,374,613	102.00	156,374,613	156,374,613	.553	156,374,613	156,374,613	156,374,613	156,374,613	174	96	18
Minneapolis & St. Louis	17,334	452,818	452,818	26.00	452,818	452,818	.553	452,818	452,818	452,818	452,818	174	96	18
Muscatine North & South	303,898	17,053,871	17,053,871	64.75	17,053,871	17,053,871	.553	17,053,871	17,053,871	17,053,871	17,053,871	174	96	18
Omaha & St. Louis	303,898	17,053,871	17,053,871	64.75	17,053,871	17,053,871	.553	17,053,871	17,053,871	17,053,871	17,053,871	174	96	18
St. Louis, Keokuk & N. W.	34,002	1,391,578	1,391,578	48.18	1,391,578	1,391,578	.553	1,391,578	1,391,578	1,391,578	1,391,578	174	96	18
St. Louis, Keokuk & N. W.	34,002	1,391,578	1,391,578	48.18	1,391,578	1,391,578	.553	1,391,578	1,391,578	1,391,578	1,391,578	174	96	18
Tabor & Northern	303,898	17,053,871	17,053,871	64.75	17,053,871	17,053,871	.553	17,053,871	17,053,871	17,053,871	17,053,871	174	96	18
Union Pacific	9,067,641	1,660,830,054	1,660,830,054	238.54	1,660,830,054	1,660,830,054	.553	1,660,830,054	1,660,830,054	1,660,830,054	1,660,830,054	174	96	18
Wabash	122,413	6,810,262	6,810,262	54.00	6,810,262	6,810,262	.553	6,810,262	6,810,262	6,810,262	6,810,262	174	96	18
Winona & Western	74,708	2,427,876	2,427,876	22.00	2,427,876	2,427,876	.553	2,427,876	2,427,876	2,427,876	2,427,876	174	96	18
Narrow Gauge Roads	90,214	5,901,974	5,901,974	58.77	5,901,974	5,901,974	.553	5,901,974	5,901,974	5,901,974	5,901,974	174	96	18
Burlington & North-Western	16,281,377,581	\$150,000,012.56	\$150,000,012.56	88.043	\$150,000,012.56	\$150,000,012.56	.553	\$150,000,012.56	\$150,000,012.56	\$150,000,012.56	\$150,000,012.56	174	96	18
Burlington & Western	16,281,377,581	\$150,000,012.56	\$150,000,012.56	88.043	\$150,000,012.56	\$150,000,012.56	.553	\$150,000,012.56	\$150,000,012.56	\$150,000,012.56	\$150,000,012.56	174	96	18
Total	91,649,690	\$1,649,690	\$1,649,690	88.043	\$1,649,690	\$1,649,690	.553	\$1,649,690	\$1,649,690	\$1,649,690	\$1,649,690	174	96	18

*East of Missouri river.

TABLE 58—MILEAGE TRAFFIC—ENTIRE LINE—CONTINUED.

RAILROADS.	MILES RUN.				BY OTHER TRAINS			AV. NUMBER CARS IN TRAIN.			CAR MILEAGE.				
	BY TRAIN EARNING REVENUE.				Switching	Construction and other.	Grand total grain mile.	Freight.	Loaded.	Empty.	Loaded freight cars, north.	Loaded freight cars, south or west.	Empty cars, north or east.	Empty cars, south or west.	
	Passenger	Freight.	Mixed.	Total.											
Ames & College.	5,064,512	10,730,374	1,326,210	18,062,406	2,901,076	685,574	21,672,654	21	15	6	51,108,406	91,415,515	37,438,894	22,019,434	
Atchison, Topeka & S. Fe.															
Boone Valley.	1,299,286	1,760,100	9,530	3,059,386	973,573	123,418	3,557,379	29	21	8	18,632,797	14,619,357	4,792,680	8,433,531	
Burlington, Oed. Har. & Nor.															
Ced. Rapids, Garner & N. W.			9,530				9,531	8	5	3					
Chicago, Burlington & Quincy	8,627,211	13,900,242		22,527,453			22,527,453	22	16	4	11,734,180		2,850,178		
Chicago, Burlington & Quincy	172,018	228,235		400,223		21,722	41,949	11	7	4	11,734,180		2,850,178		
Kansas City, St. Joe & O. B.	763,834	563,457		1,327,291	613,660	70,785	1,947,513	21	18	5	59,801,188		23,800,618		
St. Louis, Keokuk & N. W.	691,432	691,370		1,382,802	387,245	136,463	1,870,510	25	21	6	14,513,516		73,262,639		
Chi. Ft. Madison & D. M.	45,632	46,502		92,134			92,134								
Chicago, Iowa & Dakota.	10,819	21,638		32,447			32,447								
Chicago Great Western.	2,071,549	3,819,147		4,890,697	712,668	177,719	5,781,074	20	15	5	94,337,850	14,734	2,740	8,740	
Chicago, Milwaukee & St. P.	8,188,048	15,831,606	1,125,306	24,945,062	4,309,208	891,908	29,845,165	22	16	6	142,941,433	116,509,211	39,640,882	8,937,445	
Chicago, Rock I. & Pacific.	7,203,931	8,336,337		14,540,268	3,640,372	616,692	19,037,442	20	15	5	63,697,012	61,863,736	20,713,076	69,934,584	
Chicago & North-Western.	10,440,774	14,796,180	1,045,432	26,282,386	8,248,307	1,530,000	36,060,693	22	16	6	180,946,584	132,707,234	50,267,638	93,690,731	
Chi. St. Paul, Minn. & O.	2,394,604	2,959,845	415,264	5,769,713	1,323,140	294,326	7,355,860	22	17	5	27,931,110	30,697,735	8,180,860	43,035,384	
Sioux City & Pacific.	210,019	176,765	19,096	405,813	105,480	3,120	514,413	14	10	4	992,080	928,642	433,383	445,099	
Drocked Creek															
Des Moines Northern & W.	215,464	121,816	30,362	367,642			400,474	10	7	3			2,291,969	2,894,706	
Dubuque & Sioux City	953,092	1,173,787		2,126,879	426,391	31,511	2,584,981	12	15	4	9,234,152	8,760,453	5,321	8,760	
Stacyville railroad.	5,216	4,976		10,192			10,584	6	4			11,581			
Des Moines Union	654,133	1,180,434		1,834,566	291,076	108,449	2,304,211	16	11	5	7,374,317	76,155,683	2,749,757	73,335,382	
Iowa Central.	30,822	16,960		47,782	96	3,924	51,831	14	8	6	134,039	77,446	13,484	95,800	
Albia & Centerville.															
Iowa Northern.	316,076	228,079	10,016	554,171	96,297	10,447	664,069	13	12	4	37,746	37,746	37,746	37,746	
Keokuk & Western.	42,180	60,298		102,478											
Mason City & Ft. Dodge.	684,146	747,431		1,431,577	300,288	36,846	1,762,711	10	9	3	1,079,974	1,176,974	624,395	546,165	
Minneapolis & St. Louis.	7,540	8,004		15,544											
Muscatine North & South.															
Omaha & St. Louis.	254,350	523,793		778,143	126,084	20,394	680,170	16	10	4	5,727,395	6,488,436	1,564,069	819,474	
Sioux City & Northern.	62,324	73,574		135,898	36,987	9,296	115,113	21	16	5	11,949	25,476	20,817	2,298	
Tabor & Northern.															
Union Pacific.	6,270,751	7,101,324		13,372,075	2,439,697	351,261	16,162,933	24	17	7	617,887	594,887	164,771	212,313	
Winona & Western.	70,863	70,863		141,726			141,726								
NARROW GAUGE ROADS.															
Burlington & North-western.	14,270	12,539		26,809	10,774		37,583								
Burlington & Western.	98,100	97,287		195,387	14,232		179,639								
Total.	56,705,916	83,626,760	2,081,355	144,313,061	20,485,641	5,114,465	175,011,291								

•North or west. •South or east. †All directions.

TABLE 59—TONNAGE—IOWA.

RAILROADS.	PRODUCTS OF AGRICULTURE.										PRODUCTS OF ANIMALS.							
	Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Fruit or veg- tables.	Grass seed.	Broom corn.	Butter.	Eggs.	Cheese.	Live stock.	Dressed meats.	Other pack- ing products.	Poultry, game and fish.	Wool.	Hides and leather.	Milk.
Ames & College																		
Atchison, Topeka & Santa Fe																		
Boone Valley																		
Burlington, Cedar Rapids & Northern	715,600	166,690	15,502	23,213		42,363	37,927		*18,333	70	40	164,049	564	14,494				
Cedar Rapids, Garner & Northwestern	8,728	24	663															
Chicago, Burlington & Quincy																		
Chicago, Burlington & Kansas City																		
Kansas City, St. Jo & Council Bluffs																		
St. Louis, Keokuk & Northwestern	3,798	478	101	821	7	404	296	21	†1,137			6,338	1,553	3,044	590	81	212	
Chicago, Ft. Madison & Des Moines																		
Chicago, Iowa & Dakota																		
Chicago Great Western	782,502	30,225	31,935	20,369	82	11,168	19,870		13,466	9,984		261,865	3,039	33,347	3,626	3,407	1,659	
Chicago, Milwaukee & St. Paul																		
Chicago, Rock Island & Pacific																		
Chicago & North-Western	1,260,474	22,140	43,196	25,137	54	22,964			8,269			323,064	45,058	66,095	3,523	4,917	6,398	
Chicago, St. Paul, Minneapolis & Omaha	70,773	7,219	13,218	4,560	1,763							61,346	7,640	8,005	70	33	163	
St. Louis & Northwestern	92,414	4,395	3,395	6,541	205	9,679			1,138	12		38,340	2,082	23,344	23		1,659	
Sioux City & Pacific	4,570	46	10	15		32			4			768						
Crooked Creek	84,986	4,274	5,324	3,431		1,601	1,431	2514		665		27,747	2,157	69	477		119,230	
Des Moines, Northern & Western												131,997		11,160	1,699	139	964	
Dubuque & Sioux City	410,187	15,004	8,623	6,677	161	15,471			7,070	204		1,514			7		2	
Stacyville Railroad	6,241	70	12			539			43									
Des Moines Union																		
Des Moines	245,917	27,053	58	1,487		6,273						84,390	103	19,021	423	699	658	
Low Central	301	671	13	30		100						455						
Albia & Centerville																		
Iowa Northern																		
Keokuk & Western	30,028	4,209	1,394	1,667	43	1,993			1,598			23,774	237	27	618	153	86	
Mason City & Ft. Dodge	64,041	76	838			437			267			8,005		133	35	6	93	
Minneapolis & St. Louis	163,985	9,172	6,144	5,597		4,799						16,201	302	110				
Muscatine North & South	2,777	184	3,383		7	135						616						
Omaha & St. Louis	29,977	1,148	340	65		850						13,488		4,205	370	16	28	
Sioux City & Northern	129,637	8,070	5,598	139		1,981			316			19,168		3,049	99			
Tabor & Northern																		
Union Pacific																		
Wabash	23,438	3,020	3,744	1,307	92	2,533	81,212					5,900	5,108	3,251		107	766	
Winona & Western	12,821	89	113			883						1,909				13	13	
NARROW GAUGE ROADS.																		
Burlington & Northwestern																		
Burlington & Western																		
Total	4,100,797	305,277	141,180	102,083	2,397	122,894	40,786	536	50,581	10,701	204	1,195,408	64,843	195,206	11,244	9,621	11,615	420

* Includes eggs. † Includes eggs, butter and cheese. ‡ Other agricultural products. § Cotton.

TABLE 60—TONNAGE—IOWA—CONTINUED.

RAILROADS.	PRODUCTS OF MINES.					PRODUCTS OF FOREST.					MANUFACTURES.					
	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand and like art.	Salt.	Lumber.	Ties, logs and other forest products.	Telegraph, telephone and electric light poles.	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other castings and machinery.	Bar and sheet metal.	Cement and lime.
Ames & College.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Atchison, Topeka & Santa Fe.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Boone Valley.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Northern.	90,355	331,737	.....	.....	43,793	.....	237,359	51	.....	.....	.....	.....	.....	41	.....	26,133
Cedar Rapids, Garner & Northwestern.	49	1,706	.....	.....	313	105	7,544	.....	.....	.....	.....	.....	.....	.....	.....	330
Chicago, Burlington & Quincy.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Kansas City.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Kansas City, St. Joseph & Council Bluffs.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
St. Louis, Keokuk & Northwestern.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Ft. Madison & Des Moines.	31	1,502	3	.....	638	3,099	2,335	565	.....	239	171	68	.....	807	151	.....
Chicago, Iowa & Dakota.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago Great Western.	332	361,608	42	1,478	79,437	99	95,275	41,009	.....	5,196	.....	6,083	.....	3,154	2,739	17,737
Chicago, Milwaukee & St. Paul.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Rock Island & Pacific.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago & North-Western.	16,324	778,939	11,248	4,316	45,055	1,198	153,244	25,479	.....	4,159	10,301	8,298	10,511	5,320	2,866	5,940
Chicago & North-Western.	1,521	14,303	38	.....	947	.....	4,784	.....	.....	1,519	495	568	.....	815	.....	.....
Chicago & North-Western.	2,918	77,608	859	4,378	1,500	2,094	45,423	9,860	.....	1,496	8,633	314	15	1,246	900	689
Chicago City & Pacific.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Crooked Creek.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines, Northern & Western.	375	2,310	.....	.....	3,415	1,397	25,000	9,073	.....	1,387	877	.....	.....	1,037	1,657	87
Dubuque & Sioux City.	5,530	85,606	944	18	3,415	1,397	25,000	9,073	.....	1,387	877	.....	.....	1,037	1,657	87
Dubuque & Sioux City.	36,014	137,904	944	.....	21,498	12,953	97,244	836	.....	10,595	9,588	.....	.....	9,035	4,901	45,670
Stacyville railroad.	263	1,863	.....	.....	111	107	1,104	.....	.....	.....	.....	.....	.....	116	29	153
Des Moines Union.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central.	12,354	645,736	22,490	.....	23,690	4,021	68,539	.....	.....	11,658	5,945	5,503	9,973	2,651	388	645
Albia & Centerville.	139	1,037	.....	.....	430	106	817	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Northern.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Keokuk & Western.	905	56,868	168	.....	2,130	1,357	16,399	4,519	.....	1,505	2,325	.....	.....	639	.....	.....
Mason City & Ft. Dodge.	2,374	74,123	21	.....	4,315	894	8,835	1,104	.....	2,911	781	.....	.....	.....	.....	.....
Minneapolis & St. Louis.	3,649	62,921	.....	.....	2,787	2,196	113,343	.....	.....	2,911	85	.....	.....	1,032	5	50,761
Muscatine North & South.	289	1,170	30	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Omaha & St. Louis.	4,158	41,538	.....	.....	1,432	342	16,472	7,847	.....	1,005	1,133	.....	.....	.....	.....	.....
Sioux City & Northern.	6,841	23,065	56	4,109	7,859	563	20,601	.....	.....	1,528	671	2,276	.....	.....	.....	.....
Sioux City & Northern.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Winona & Western.	4,444	29,979	311	438	2,381	.....	11,869	.....	.....	1,435	1,020	687	1,303	1,359	.....	1,347
NARROW GAUGE ROADS.	653	965	.....	.....	1,434	.....	2,064	.....	.....	1,833	25	.....	.....	111	.....	.....
Burlington & Northwestern.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington & Western.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total.	164,713	2,863,814	36,324	17,424	244,528	27,763	624,199	99,600	.....	40,317	43,045	32,860	24,003	30,657	13,379	173,330

* Includes brick.

TABLE 61—TONNAGE—IOWA—CONTINUED.

RAILROADS.	MANUFACTURES—CONTINUED.										OTHER.			Grand total—Iowa.	Originating on this road.	From other roads.
	Brick.	Tile.	Agricultural implements.	Wagons, carriages, tools, etc.	Wines, liquors and beer.	Household furniture.	Ice.	Merchandise.	Miscellaneous.							
Ames & College.....																
Archison, Topeka & Santa Fe.....																
Boone Valley.....																
Burlington, Cedar Rapids & Northern.....																
Cedar Rapids, Garner & Northwestern.....																
Chicago, Burlington & Quincy.....	225	111	83	77,068	12	101	16,000	121,174	143,445					2,107,848	1,176,338	991,510
Chicago, Burlington & Kansas City.....								38	945					21,670	12,800	9,819
Chicago, Burlington & Council Bluffs.....																
Kansas City, St. Joseph & Council Bluffs.....																
St. Louis, Keokuk & Northwestern.....																
Chicago, Ft. Madison & Des Moines.....	697		492	68	935	113			276	3,633				34,902	29,291	8,631
Chicago, Iowa & Dakota.....														80,510	20,058	10,453
Chicago Great Western.....																
Chicago, Milwaukee & St. Paul.....	26,833		5,036	5,220	6,087	15,481	6,230	175,700								
Chicago, Rock Island & Pacific.....																
Chicago & North-Western.....																
Chicago, St. Paul, Minneapolis & Omaha.....	24,168	9,983	18,890	13,547	5,273	24,299	4,154	140,010	24,459	3,953,861				3,180,441	2,510,474	699,967
Sioux City & Pacific.....	12,070		1,344	812	813	3,769		35,854	11,594	276,078				194,314	194,314	81,764
Sioux City & Pacific.....	11,453	189	4,775	3,656	1,842	3,875	63	32,008	4,712	403,404				183,306	183,306	320,008
Crooked Creek.....			2					202	6,727	16,656				15,804	15,804	1,053
Des Moines, Northern & Western.....			2,736	1,231	3,152	2,554	2,870	36,126	5,059	248,087				254,310	254,310	92,217
Dubuque & Sioux City.....			4,522	3,578	3,953	4,004	2,033	23,648	92,993	1,183,311				754,152	384,059	320,008
Stacyville Railroad.....			58	41	1	49		253	1,499	13,699				9,593	9,593	4,101
Des Moines Union.....																
Iowa Central.....	11,873	1,789	6,837	3,739	6,231	4,437	2,439	53,311	80,658	1,370,604				768,428	602,176	156,252
Iowa Central.....	66	10	10	37		47		1,370	415	186,750				132,976	132,976	3,774
Iowa Northern.....																
Keokuk & Western.....	3,856		985	553	227	1,255		13,086	5,393	177,938				143,434	143,434	34,549
Mason City & Ft. Dodge.....	13,753		753	470	614	1,614		4,798	8,098	191,553				163,171	163,171	23,382
Minneapolis & St. Louis.....			1,537	269	881	499		17,046	10,508	475,119				304,747	304,747	170,373
Minneapolis, North & South.....			28	10				1,186	1,660	17,354				13,830	13,830	4,124
Omaha & St. Louis.....	138	57	28	263	239	741		7,778	6,270	137,085				49,767	49,767	88,378
Omaha, St. Louis & Northern.....			645	498	658	287		9,357	8,997	253,533				181,304	181,304	72,229
St. Paul & Northern.....	2,306		1,069	498	658	287										
Union & Northern.....																
Union Pacific.....																
Webster & Northern.....																
Winona & Western.....	2,860		638	276	1,320	380		9,006	17,466	183,753				25,368		
Burlington & N. W.....	177			539	13	90		1,006								
Burlington & Western.....														74,706	23,436	41,273
Burlington & Western.....														90,314	18,944	71,370
Total.....	110,649	15,488	49,494	112,060	12,190	190,755	503,196	890,339	435,138	16,977,364				7,100,516		3,634,846

* No report. † The total of this column is of little value, as it does not include many large roads that decline to report.

TABLE 62—TONNAGE—ENTIRE LINE.

RAILROADS.	PRODUCTS OF AGRICULTURE.									
	Grain.	Flour.	Other mill stuffs.	Hay.	Tobacco.	Fruit and vegetables.	Grass seed.	Broom corn.	Butter.	Eggs.
Ames & College.....	1,134,533	169,485	53,771	77,945	333	233,441	431,637			
Atchison, Topeka & Santa Fe.....										
Boone Valley.....										
Burlington, Cedar Rapids & Northern.....	751,159	167,453	15,301	23,214		43,933	28,003		18,473	
Cedar Rapids, Garner & Northwestern.....	8,738	24		633					70	40
Chicago, Burlington & Quincy.....										
Chicago, Burlington & Kansas City.....										
Kansas City, St. Joseph & Council Bluffs.....										
St. Louis, Keokuk & Northwestern.....										
Chicago, Port Madison & Des Moines.....	8,738	478	101	831	7	404	236	21	1,127	
Chicago, Iowa & Dakota.....										
Chicago Great Western.....	395,938	215,331	30,432	5,810	406	51,753	74,553		13,651	
Chicago, Milwaukee & St. Paul.....	3,803,440	533,935	197,026	79,592	33,321	194,931	159,658	430,271	30,165	8 107,331
Chicago, Rock Island & Pacific.....	1,623,259	223,875	98,769	54,951	11,712	93,131	38,254	2,644		
Chicago & North-Western.....	3,941,773	305,721	170,018	104,921	12,597	337,759			64,494	
Chicago, St. Paul, Minneapolis & Omaha.....	1,466,443	281,933	153,173	64,963	3,065	64,136				
St. Louis City & Pacific.....	125,637	4,377	3,434	6,735	305	10,249			1,532	
Crooked Creek.....	4,570	46	10	15		33			4	12
Des Moines Northern & Western.....	84,996	4,274	5,234	3,431		1,601	1,431	6514	230	665
Dubuque & Sioux City.....	410,313	15,005	8,633	6,677	161	15,471			7,073	304
Stacyville railroad.....	6,241	70	13			659			43	
Des Moines Union.....										
Iowa Central.....	284,223	27,357	1,564	2,443		9,003				
Albia & Centerville.....	394	671	13	20		100				
Iowa Northern.....										
Keokuk & Western.....	44,168	6,189	2,049	2,453	63	2,980			2,247	
Mason City & Fort Dodge.....	64,041	76	314	338		437			257	
Minneapolis & St. Louis.....	453,070	173,801	28,665	6,231	42,534	33,037				
Muscatine North & South.....	2,777	184	3,233	7		135				
Omaha & St. Louis.....	65,176	2,476	740	146		1,851				
St. Louis City & Northern.....	132,692	8,234	5,592	139		1,981			316	
Tabor & Northern.....										
Union Pacific.....										
Wabash.....	1,174,369	151,503	137,324	65,390	4,595	139,132	790,005			
Winona & Western.....	59,348	478	537			1,394				
NARROW GAUGE ROADS.										
Burlington & North-western.....										
Burlington & Western.....										
Total.....	14,953,049	2,364,485	945,263	503,394	69,068	1,236,635	315,072	3,179	163,896	30,833
										107,465

*Includes grass seed. †Ootton. ‡Dairy products. §Other.

TABLE 63—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	PRODUCTS OF ANIMALS.						PRODUCTS OF MINES.						
	Live stock.	Dressed meat.	Other packing house products.	Poultry, game and fish.	Wool.	Hides and leather.	Milk.	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand, etc.	Salt.
Ames & College.	820,830	40,318	49,236	17,708	12,059	13,600		20,375	1,231,843	109,078	248,717	833,002	60,506
Atchison, Topeka & Santa Fe.								70,675	254,735			46,103	103
Boone Valley.	164,172		14,458					49	1,708			312	
Burlington, Cedar Rapids & Northern.													
Cedar Rapids, Garner & Northwestern.	664												
Chicago, Burlington & Quincy.													
Chicago, Burlington & Quincy City.													
Kansas City, St. Joseph & Council Bluffs.													
St. Louis, Keokuk & Northwestern.													
Chicago, Ft. Madison & Des Moines.	6,338	1,533	3,044	890	31	212		31	1,592			688	8,099
Chicago, Iowa & Dakota.													
Chicago Great Western.	110,221	12,911	24,656	3,919	1,176	7,287			174,372	3,038	28,914	81,078	6,174
Chicago, Milwaukee & St. Paul.	806,478	167,097	198,311	12,497	12,209	40,703		617,082	1,229,975	246,167	440,138	419,704	63,000
Chicago, Rock Island & Pacific.	844,435	45,166	73,403	10,023	10,023	10,761		190,176	1,166,964	13,170	79,418	270,044	66,017
Chicago & North-Western.	834,144	77,407	174,126	34,927	11,978	48,183		745,048	2,208,357	155,377	4,727,080	618,617	67,131
Chicago, St. Paul, Minneapolis & Omaha.	240,238	24,793	18,947	7,640	622	3,088		177,349	497,841	2,434	10,969	78,807	
Sioux City & Pacific.	68,528	3,022	23,613	808	87	1,865		8,678	80,403	1,283	4,390	11,368	2,698
Great Northern.	27,747	2,157	69	477	119	119		375	2,310		18	3,415	1,307
Des Moines Northern & Western.	131,867		11,160	1,069	139	498		36,014	137,918	901		23,229	12,463
Dubuque & Sioux City.	1,514			7		2		392	1,363			111	107
Des Moines Railroad.													
Des Moines Union.													
Albia & Centerville.	88,770	160	30,419	616	690	717		10,331	740,360	25,227		24,917	4,564
Iowa Northern.	458							189	130,873			430	100
Keokuk & Western.	24,981	346	39	941	325	126		1,331	75,614	247		3,132	1,995
Mason City & Ft. Dodge.	3,009		123	35				2,274	74,132	21		4,815	304
Minneapolis & St. Louis.	31,968	3,231	1,817	660	660	777		22,004	157,777	1,645	2,999	17,235	
Muscatine North & South.													16
Omaha & St. Louis.	27,149		9,112	702				289	1,170	30		872	744
Sioux City & Northern.	19,162		3,040	69	16	28			30,398	56		7,401	563
Tulsa & Northern.								7,424	35,437				
Union Pacific.													
Wabash.	290,604	235,412	162,830	6,324	6,324	67,814		292,916	1,498,931	15,564	21,090	194,056	
Winona & Western.	9,166			57	63	60		3,068	4,594			7,152	
Winnipeg & Northern.													
Burlington & Northwestern.													
Burlington & Western.													
Total.	4,408,070	640,218	798,169	73,384	55,791	172,330	104,433	3,144,115	10,438,431	683,794	5,594,368	2,100,036	338,517

TABLE 64—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	PRODUCTS OF FOREST.					MANUFACTURES.					
	Lumber.	Trees, logs and cord.	Telegraph, telephone and electric light poles.	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other cast-ings and machinery.	Bar and sheet metal.	Cement and lime.	Brick.
Ames & College.	380,167			90,760	82,198	87,868	82,622	71,704	82,448	*102,100	
Atchison, Topeka & Santa Fe.											
Boone Valley.	280,849							41		28,121	286
Burlington, Cedar Rapids & Northern.	7,544	51									
Cedar Rapids, Garner & Northwestern.											
Chicago, Burlington & Quincy.											
Chicago, Burlington & Kansas City.											
Kansas City, St. Jo & Council Bluffs.											
St. Louis, Keokuk & Northwestern.	2,805	555		269	171	66		807	151		697
Chicago, Ft. Madison & Des Moines.											
Chicago, Iowa & Dakota.	134,218										
Chicago Great Western.	1,564,377	28,481	128,230	44,024	64	7,095	8,909	10,530	1,208	*27,467	
Chicago, Milwaukee & St. Paul.	280,849	28,481	1,554,991	167,055	4,036	161,594	80,455	104,413	50,516	*282,068	
Chicago, Rock Island & Pacific.	1,688,819	28,481		87,085	93,444	40,438	124,074	40,509	141,708	324,642	
Chicago & North-Western.	692,724	1,351,386		212,831	68,675	221,200	156,170	204,760	94,150	100,871	201,075
Chicago, St. Paul, Minneapolis & Omaha.	49,845	10,032		21,263	20,161	6,545	19,814	84,573	9,194	263,939	
Sioux City & Pacific.	603			1,774	8,966	414		1,639	1,238	702	11,519
Crooked Creek.	25,000	9,073		1	377		840	45	87	22,754	464
Des Moines Northern & Western.	97,266	255		1,987	377		1,087	1,667	87	22,754	
Dubuque & Sioux City.	1,104			10,865	9,588		1,808	9,410	4,901	*12,670	
Siouxville railroad.				5	1			110	29		
Des Moines Union.	72,231			13,178	5,981	5,684	9,072	2,740	459	*13,774	
Louis Central.	817					56	25	34		*1645	
Albia & Centerville.											
Iowa Northern.	22,128	6,304		2,214	4,155			939		25,670	
Keokuk & Western.	8,286	1,104	\$1,004	2,214	781			858		13,763	
Mason City & St. Dodge.	316,831			13,457	3,364	1,404	5	5,835	2,294	*10,315	
Minneapolis & St. Louis.	6,655	32		90	21			30			185
Muscatine North & South.	25,812	17,000		2,323	2,524	21	2,901	907	315	2,948	
Omaha & St. Louis.	21,451			1,288	871	2,275			110	*2,266	
Sioux City & Northern.											
Valley & Northern.											
Valley Pacific.											
Wabash.	593,136			71,258	51,031	81,580	60,174	68,939		*12,536	
Winona & Western.	9,943			9,414	108			553		25,005	
WINSTON CAVON ROADS.											
Burlington & Northwestern.											
Burlington & Western.											
Total.	6,451,294	1,476,968	1,605,155	775,202	307,978	519,173	542,332	594,301	641,997	1,965,537	214,115

*Includes brick and tile. †Other forest products. ‡Includes brick. §Cooperage.

TABLE 66—CONSUMPTION OF FUEL BY LOCOMOTIVES—IOWA.

RAILROADS.	BITUMINOUS COAL.		WOOD.				Total fuel consumed—tons.	Miles run.	Average pounds consumed per mile.
	Tons.	Average Cost.	HARD.		SOFT.				
			Cords.	Cost.	Cords.	Cost.			
Ames & College.									
Atchison, Topeka & Santa Fe.	140,339.00	\$1.50			543.00	\$3.00	140,810.00	3,560,997	90.00
Boone Valley.	885.00	2.16					885.00	2,000	144.00
Cedar Rapids, Cedar Rapids & Northern.	885.00	2.16					885.00	2,000	144.00
Cedar Rapids, Garner & Northwestern.	885.00	2.16					885.00	2,000	144.00
Chicago, Burlington & Quincy.	78,147.00	1.26			10,877.00	1.10	892,043.50	19,233,039	86.58
Chicago, Burlington & Kansas City.	78,147.00	1.26			90.00	1.78	18,191.00	416,033	76.43
Kansas City, St. Joseph & Council Bluffs.	73,632.50	1.35			927.75	2.12	73,666.48	1,861,587	79.43
St. Louis, Keokuk & Northwestern.	75,068.00	1.35			622.00	1.13	75,999.50	2,130,453	71.34
Chicago, Ft. Madison & Des Moines.	4,136.00	1.40			57.00	3.30	4,193.50	92,154	90.69
Chicago, Iowa & Dakota.	1,300.00							32,446	83.12
Chicago Great Western.									
Chicago, Milwaukee & St. Paul.	322,032.11	1.52	955.38	\$2.40			323,033.88	6,071,314	73.35
Chicago, Rock Island & Pacific.	511,551.00	1.51	1,346.00	2.39	2,695.00	2.89	513,970.00	11,168,042	82.09
Chicago & North-Western.	22,563.00	2.18			870.00	1.03	23,437.00	519,817	91.37
Chicago, St. Paul, Minneapolis & Omaha.	18,452.00	2.22			496.92	2.52	18,693.90	431,161	83.53
Sioux City & Pacific.	13,424.44	1.65					13,424.44	31,128	89.00
Grooved Creek.	18,933.00	1.82					18,933.00	440,321	87.30
Des Moines Northern & Western.	122,432.00	1.89	1,260.00	1.83			123,692.00	2,538,112	81.30
Des Moines & Sioux City.	122,432.00	1.89					122,432.00	2,538,112	81.30
Stacyville Railroad.	9,556.00	1.87					9,556.00	10,610	84.43
Des Moines Union.	9,556.00	1.87					9,556.00	10,610	84.43
Louis Central.	9,556.00	1.15	995.00	1.86			97,221.00	1,850,153	105.00
Albia & Centerville.									
Low North Western.	880.85	2.00	13.43	4.00			894.28	10,016	177.84
Golden Valley.	28,153.00	1.60	576.00	1.60			28,541.00	664,099	70.63
Keokuk & Western.	6,312.00	1.64	55.00	1.67			6,367.00	163,343	78.40
Mason City & Ft. Dodge.	18,910.00	2.29			49.00		18,935.00	543,153	69.34
Mississippi & St. Louis.	1,213.65	1.15					1,213.65	23,872	101.68
Muscatine North & South.	14,403.28	1.50			185.26	1.50	14,474.00	317,796	77.00
Omaha & St. Louis.	5,140.00	3.37					5,140.00	161,340	63.71
Sioux City & Northern.									
Tabor & Northern.									
Union Pacific.									
*Wabash.	744,307.00	.82	6,943.00	.93			751,250.00	14,561,736	103.30
Winona & Western.	1,321.40	2.50			25.02	1.75	1,246.42	29,410	
Burlington & North-Western.	1,575.70	1.25	15.25	1.50			1,590.95	37,593	84.39
Burlington & Western.	6,502.99	1.25	56.88	1.50			6,540.91	179,589	73.83
Total.	2,965,238.47		12,534.82		16,907.97		3,003,649.57	67,193,536	

*Entire line.

TABLE 67—TONNAGE CROSSING MISSISSIPPI AND MISSOURI RIVER BRIDGES.

	MISSISSIPPI RIVER.				MISSOURI RIVER.			
	Location of bridge.	East bound.	West bound.	Total.	Location of bridge.	East bound.	West bound.	Total.
RAILROADS.	Ames & College.							
	Atchison, Topeka & Santa Fe.							
	Boone Valley.							
	Burlington, Cedar Rapids & Northern.							
	Cedar Rapids, Garner & Northwestern.							
	Chicago, Burlington & Quincy.	1,034,336	1,027,720	2,062,056	Nebraska City.	63,522	87,199	150,721
	Chicago, Burlington & Kansas City.				Plattsburgh.	665,568	715,360	1,377,913
	Chicago, Burlington & Council Bluffs.							
	St. Louis, Keokuk & Northwestern.							
	Chicago, Ft. Madison & Des Moines.							
	Chicago, Iowa & Dakota.							
	Chicago Great Western.							
	Chicago, Milwaukee & St. Paul.	693,897	455,266	1,149,163				
	Chicago, Rock Island & Pacific.	1,679,052	1,170,721	2,849,773				
	Chicago & North Western.	1,444,816	1,170,027	2,614,843	Council Bluffs.	236,162	243,720	479,882
	Chicago & St. Paul.	1,534,213	894,474	2,428,687				
	Chicago & St. Paul, Minneapolis & Omaha.	2,294,842	1,020,963	3,315,805	Sioux City.	287,506	214,707	502,213
	St. Louis, Keokuk & Pacific.				Bluff.	67,068	76,018	143,116
	Crooked Creek.							
NARROW GAUGE ROADS.	Des Moines Northern & Western.							
	Dubuque & Sioux City.	519,285	300,601	819,886				
	Stacyville railroad.							
	Des Moines Union.							
	Iowa Central.	334,641	261,337	595,978				
	Albia & Centerville.							
	Iowa Northern.							
	Keokuk & Western.							
	Mason City & Ft. Dodge.							
	Minneapolis & St. Louis.							
	Muscatine North & South.							
	Omaha & St. Louis.							
	Sioux City & Northern.							
	Tabor & Northern.							
	Union Pacific.							
	Wabash.							
	Winona & Western.							
	Burlington & Northwestern.							
	Burlington & Western.							
Total		8,590,596	5,706,059	14,296,645		1,931,101	1,740,692	3,671,793

TABLE 68—ACCIDENTS—STATE OF IOWA.

RAILROADS.	KILLED.										INJURED.																					
	Passengers.	Employees.	Others.	Derailement.	Collision.	Caught in frogs or switches.	Coupling cars.	Falling from trains.	Getting on or off trains.	Highway crossings.	Miscellaneous.	Overhead obstructions.	Stealing ride.	While intoxicated.	Trespassers on track.	Passengers.	Employees.	Others.	Derailement.	Collision.	Caught in frogs or switches.	Coupling cars.	Falling from trains.	Getting on or off trains.	Highway crossings.	Miscellaneous.	Overhead obstructions.	Stealing ride.	While intoxicated.	Trespassers on track.		
Ames & College.....	1	1					1									1	5	1														
Atchison, Topeka & Santa Fe.....	1																															
Boone Valley.....	1																															
Burlington, Cedar Rapids & Northern.....	6	4	8	1				1								1	24	28	13	32	3		4	1	2	5	8		1		8	
Cedar Rapids, Garner & North western.....	1	11	27	2			2	2	3		2	6			4	1	1	10	5			3	2								2	
Chicago, Burlington & Quincy.....	1																															
Chicago, Burlington & Kansas City.....	1																															
Kansas City, St. Jo & Council Bluffs.....	1																															
St. Louis, Keokuk & N. W.....	1																															
Chicago, Ft. Madison & Des Moines.....	1																															
Chicago, Iowa & Dakota.....	1																															
Chicago Great Western.....	8	7	5	1			2					7				4	29	40	10	32	14	22	19								2	
Chicago, Milwaukee & St. Paul.....	1	11	15	1			1	4				17				4	46	14	2	1	10	8	10	3	2	1	3	8		1		3
Chicago, Rock Island & Pacific.....	1	16	14	4			4					3				1	2	10	10	7	10	6	3								1	
Chicago & North western.....	1	12	22	2			4	2				9				11	35	23	3	10	2	12	3								3	
Chicago, St. Paul, Minneapolis & O.....	1						1										5	2	3	10		2	3	1							1	
Sioux City & Pacific.....	1																1	4	2			2										
Great Northern.....	1																14	7				6		3							2	
Des Moines, Northern & Western.....	2							2				2					23	2				8		6		1	12					1
Dubuque & Sioux City.....	1																															
Stacyville Railroad.....	1																															
Des Moines Union.....	2						1										6	31	3			4	10	3								
Iowa Central.....	1																															
Albia & Centerville.....	1																															
Iowa Northern.....	1																															
Keokuk & Western.....	1																															
Keokuk & Ft. Dodge.....	1																															
Minneapolis & St. Louis.....	1																															
Minneapolis North & South.....	1																															
Muscatine North & South.....	1																															
Omaha & St. Louis.....	1																															
Sioux City & Northern.....	1																															
Taber & Northern.....	1																															
Union Pacific.....	1																															
Wabash.....	1																															
Winona & Western.....	1																															
RAILROAD GARGE ROADS.....	1																															
Burlington & Northwestern.....	1																															
Burlington & Western.....	1																															
Total.....	14	93	95	14	10	1	12	13	5	23	39	10	7	38	101	349	128	73	66	73	64	28	17	223	2	5	8	20				

MILEAGE, OFFICERS AND DIRECTORS
OF
RAILWAY COMPANIES.



MILEAGE, OFFICERS AND DIRECTORS OF RAILWAY COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of r'ds named
	FROM—	TO—	
Ames & College railway.....	Ames.	College	1.98

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	W. M. Greeley.....	Ames, Iowa.
President.....	W. M. Greeley.....	Ames, Iowa.
First Vice-President.....	E. W. Stanton.....	Ames, Iowa.
Secretary.....	M. K. Smith.....	Ames, Iowa.
Treasurer.....	M. K. Smith.....	Ames, Iowa.
General Manager.....	M. K. Smith.....	Ames, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. M. Greeley.....	Ames, Iowa.	M. Stalker.....	Ames, Iowa.
E. W. Stanton.....	Ames, Iowa.	O. F. Curtiss.....	Ames, Iowa.
M. K. Smith.....	Ames, Iowa.	G. H. France.....	Des Moines, Iowa.
J. L. Budd.....	Ames, Iowa.		

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
2. Proprietary companies whose entire capital stock is owned by this company.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY.—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. a The Atchison, Topeka & S. F. Ry. Co. b The Atchison, Topeka & S. F. Ry. Co.	*Chicago (Els. Jc) Ancona, Ill. La Junta, Col. Newton, Kan. Holliday, Kan. No Lexington, Mo. Atchison, Kan. Wilder, Kan. Lawrence, Kan. No. Ottawa, Kan. Burlingame, Kan. Osage City, Kan. Burlington Jc. Ks. Ocolony, Kan. Chanute, Kan. Frontenac, Kan. Cherry Vale, Kan. Chanute, Kan. Benedict, Kan. Independence, Ks. Emporia, Kan. Ellinor, Kan. Gladstone, Kan. Wichita, Kan. Ablene, Kan. Manchester, Kan. Florence, Kan. Augusta, Kan. Mulvane, Kan. Wellington, Kan. Attica, Kan. Mulvane, Kan. Florence, Kan. Little River, Kan. Hutchinson, Kan. Great Bend, Kan. Larned, Kan. Pueblo, Col. Dillon, N. M. Las Vegas, N. M. Lamy, N. M. Socorro, N. M. Rincan, N. M. Nutt, N. M. Deming, N. M. Whitewater, N.M.	N. M. & Tex line. Pekin, Ill. Denver, Col. Parcell, I. T. I. T. & Tex. line. Winthrop, Mo. Topeka, Kan. Hawthorne, Kan. No. Ottawa, Kan. Emporia, Kan. Alma, Kan. Queenemo, Kan. Gridley, Kan. Yates Center, Ks Pittsburg, Kan. Midway, Kan. Coffeyville, Kan. Longton, Kan. Madison Jc. Kan. Cedar Vale, Kan. Moline, Kan. Bazar, Kan. Neb. state line. Pratt, Kan. Salina, Kan. Barnard, Kan. Winfield, Kan. Mulvane, Kan. Oaldwell, Kan. Hunnewell, Kan. Medicine Lodge K Englewood, Kan. Ellenwood, Kan. Holyrood, Kan. Kinsley, Kan. Scott City, Kan. Jetmore, Kan. Canon City, Col. Blossburg, N. M. Hot Springs, N.M. Santa Fe, N. M. Magdalena, N.M. Deming, N. M. Lake Valley, N.M. Silver City, N.M. San Jose, N. M.	1,595 10 52 40 182 97 233 90 442 83 97 56 50 54 46 19 26 24 56 42 34 32 20 41 52 74 25 27 61 03 1 73 18 09 44 54 41 11 55 83 84 38 10 00 162 88 79 77 22 56 43 08 72 72 20 80 42 55 18 41 21 26 166 28 98 84 26 74 84 43 120 39 48 80 47 35 5 93 8 27 18 30 30 96 54 44 13 31 48 30 14 68	4,502.91 8 20 100 41 20 15 9 98 132 80 14 72 2 53 3 62 4 84 5 91 8 44 14 04 37 33 4,687 81
Total.....				

*Exclusive of 5.44 miles of rented track between Big Blue Junction and Kansas City, Mo.
†Exclusive of 5.91 miles of rented track between Streator Junction and Pekin Junction.

Miles operated June 30, 1898..... 4,564.73

ADDED DURING FISCAL YEAR.

San Jose to Santa Rita, N. M. (Dec. 1, 1898), miles.....	3.93	
Whitewater to San Jose, N. M. (Dec. 1, 1898), miles.....	.03	
Wichita to Pratt, Kan (Jan. 1, 1899), miles.....	79.77	
Holy to Braman, O. T. (March 1, 1899), miles.....	8.50	
Less deducted on account of error (April 1, 1899), miles.....	.24	
	<hr/>	8.26
Burlingame to Alma, Kan. (April 1, 1899), miles.....	34.52	
	<hr/>	123.61

LESS TAKEN UP DURING FISCAL YEAR.

Holyrood to west line of county (Sept. 1, 1898), miles	3.53	
	<hr/>	123.08
Miles operated June 30, 1899.....		4,687.61

Average miles operated during fiscal year, 4,615.45.

Proportion for Iowa, 19.86 miles, includes .10 miles of Mississippi river bridge.

Average miles operated, main line, during the year, 4,615.45.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Aldace F. Walker.....	New York.
President.....	E. P. Ripley.....	Chicago.
First Vice-President and General Solicitor.....	E. D. Kenna.....	Chicago.
Second Vice-President.....	Paul Morton.....	Chicago.
Secretary and Treasurer.....	E. Wilder.....	Topeka.
Assistant Secretary.....	L. C. Deming.....	New York.
Assistant Treasurer.....	H. W. Gardiner.....	New York.
General Counsel.....	Victor Murawetz.....	New York.
Comptroller.....	J. P. Whitehead.....	New York.
General Auditor.....	H. C. Whitehead.....	Chicago.
Freight Traffic Manager.....	W. B. Biddle.....	Chicago.
Assistant Traffic Manager.....	W. A. Bissell.....	San Francisco.
General Freight Agent.....	F. O. Gay.....	Topeka.
Assistant General Freight Agent.....	O. E. Hudson.....	Topeka.
Assistant General Freight Agent.....	J. E. Gorman.....	Chicago.
Assistant General Freight Agent.....	J. W. Tedford.....	Chicago.
Passenger Traffic Manager.....	Geo. T. Nicholson.....	Chicago.
General Passenger Agent.....	W. J. Black.....	Topeka.
Assistant General Passenger Agent.....	O. A. Higgins.....	Chicago.
General Baggage Agent.....	P. Walsh.....	Topeka.
Auditor of Disbursements.....	I. S. Lauck.....	Topeka.
Auditor of Freight Receipts.....	O. S. Sutton.....	Topeka.
Auditor of Passenger Receipts.....	O. M. Atwood.....	Topeka.
General Purchasing Agent.....	W. E. Hodges.....	Chicago.
General Manager.....	J. J. Frey.....	Topeka.
Chief Engineer.....	Jas. Dunn.....	Topeka.
General Superintendent.....	H. D. Mudge.....	Topeka.
Assistant General Superintendent.....	Avery Turner.....	Topeka.
Signal Engineer.....	J. S. Hobson.....	Topeka.
Superintendent of Machinery.....	John Payer.....	Topeka.
Superintendent Car Service.....	O. W. Kouns.....	Topeka.
Superintendent of Telegraph.....	O. G. Sholes.....	Topeka.
General Claim Agent.....	C. W. Ryus.....	Topeka.
Tax Commissioner.....	E. T. Cartledge.....	Topeka.
Chief Surgeon.....	J. P. Kaster, M. D.....	Topeka.

ATCHISON, TOPEKA & SANTEE RAILROAD COMPANY.—CONTINUED.

DIRECTORS.

NAME.	ADDRESS.	DATE OF EXPIRATION OF TERM.
H. Eteman Duval.....	New York.....	1899.
Thos. P. Fowler.....	New York.....	1899.
Charles S. Gleed.....	Topeka.....	1899.
Victor Morawetz.....	New York.....	1899.
Edward P. Berwind.....	New York.....	1900.
George A. Nickerson.....	Boston.....	1900.
R. Somers Hayes.....	New York.....	1900.
Andrew O. Jones.....	Wichita, Kan.....	1900.
George G. Haven.....	New York.....	1901.
Edward N. Gibbs.....	New York.....	1901.
Benjamin F. Cheney.....	Boston.....	1901.
Edward P. Ripley.....	Chicago.....	1902.
Aldace F. Walker.....	New York.....	1902.
William Botch.....	Boston.....	1902.
Cyrus K. Holliday.....	Topeka.....	1902.

The term of directors expires on second Thursday in December of year opposite name.

1. Total number of stockholders at date of last election, 13,534.
2. Date of last meeting of stockholders for election of directors, December 8, 1898.
3. Postoffice address of general office, Topeka, Kan.
4. Postoffice address of operating office, Topeka, Kan.

MARSHALLTOWN & DAKOTA RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Marshalltown & Dakota Railway company	Fraser, Iowa	Fraser Junction.	8.00

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Hamilton Browne.....	Fraser, Iowa.
First Vice-President	S. T. Meservey.....	Ft. Dodge, Iowa.
Secretary.....	T. W. Carpenter.....	Boone, Iowa.
Auditor	William A. Kelly.....	Fraser, Iowa.
General Manager.....	O. M. Carpenter.....	Fraser, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Hamilton Browne.....	Boone, Iowa.	T. W. Carpenter.....	Boone, Iowa.
S. T. Meservey.....	Ft. Dodge, Iowa.	William A. Kelly.....	Fraser, Iowa.
J. J. Wright.....	Chicago, Ill.		

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PROPERTY OPERATED.

1. Railroad line represented by capital stock { ^a Main line.
 b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.		TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
		FROM—	TO—		
1.	Burlington, Oed. Rap. & Northern Ry.—	Burlington, Iowa	Albert Lea, Minn.		241.82
a	Male line.....	Linn Jct., Iowa..	Postville, Iowa..	64.13	
b	Milwaukee division.....	Muscatine, Iowa..	Riverside, Iowa..	30.58	
	Pacific division.....	Vinton, Iowa....	Holland, Iowa....	48.12	172.83
	Davenport division.....	Bennett, Iowa....	Davenport, Iowa..	31.51	31.51
2.	Iowa City & Western railway.....	Iowa City, Iowa..	What Cheer, Ia....	57.23	
c	Montezuma branch.....	Thornburg, Iowa..	Montezuma, Ia....	15.80	73.03
2.	Cedar Rapids, Iowa Falls & N. W. Ry.	Holland, Iowa....	Watertown, S. D..		327.98
b	Dows extension.....	Dows, Iowa.....	Armstrong, Iowa..	91.26	
	Hayfield branch.....	Garner, Iowa....	Madison Jct., Ia..	6.42	
	Sioux Falls extension.....	Ellsworth, Minn..	Sioux Falls, S. D..	42.49	
	Lake Park.....	Lake Park, Iowa..	Worthingt'n, Min.	17.65	
	Trosky.....	Trosky, Minn....	Jasper, Minn....	9.18	167.00
2.	Cedar Rapids & Clinton railway.....	Iowa City, Iowa..	Clinton, Iowa....	79.20	
b	Quarry line.....	Near Plato, Iowa..	Quarry, Iowa....	2.74	81.94
2.	Chicago, Decorah & Minnesota railway	Postville Jct., Ia..	Decorah, Iowa....	23.30	23.30
4.	Waverly Shortline.....	Near Winslow, Ia..	Waverly, Iowa....	5.68	5.68
5.	Iowa Central railway.....	Manly Jct., Ia....	Northwood, Ia....	11.39	11.39
Total.....					1,136.70

a Length of main line is 253.31 miles, including the 11.39 miles from Manly Junction to Northwood, leased from the Iowa Central Railway company; these deducted from the 253.31 leaves 241.92 miles owned by the Burlington, Cedar Rapids & Northern Railway company.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board...	R. R. Cable	Chicago, Ill.
President...	C. J. Ives	Cedar Rapids, Iowa.
First Vice-President...	Robert Williams	Cedar Rapids, Iowa.
Secretary...	S. S. Dorwart	Cedar Rapids, Iowa.
Treasurer	H. H. Hollister	New York, N. Y.
Assistant Treasurer...	S. S. Dorwart	Cedar Rapids, Iowa.
General Solicitor...	S. K. Tracy	Cedar Rapids, Iowa.
General Auditor...	J. C. Broeksmitt	Cedar Rapids, Iowa.
Ticket Auditor...	G. C. O'Hillman	Cedar Rapids, Iowa.
Freight Auditor...	W. F. Broeksmitt	Cedar Rapids, Iowa.
Chief Engineer	H. F. White	Cedar Rapids, Iowa.
General Superintendent...	Robert Williams	Cedar Rapids, Iowa.
Superintendent	George A. Goodell	Cedar Rapids, Iowa.
Assistant Superintendent	P. A. Murphy	Cedar Rapids, Iowa.
Division Superintendent	W. P. Ward	Estherville, Iowa.
Superintendent of Telegraph	T. S. Spunford	Cedar Rapids, Iowa.
General Passenger Agent	J. Morton	Cedar Rapids, Iowa.
General Ticket Agent	J. Morton	Cedar Rapids, Iowa.
General Baggage Agent	J. Morton	Cedar Rapids, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Geo. W. Cable.....	Davenport, Iowa.	Robert Mather.....	Chicago, Ill.
Thomas Hedge.....	Burlington, Iowa.	E. E. Cable.....	Chicago, Ill.
J. Carskadden.....	Muscatine, Iowa.	O. P. Squire.....	Burlington, Iowa.
O. J. Ives.....	Cedar Rapids, Iowa.	William Carson.....	Burlington, Iowa.
J. C. Peasley.....	Chicago, Ill.	F. H. Griggs.....	Davenport, Iowa.
J. W. Blythe.....	Burlington, Iowa.	A. Kimball.....	Davenport, Iowa.
W. G. Purdy.....	Chicago, Ill.		

CEDAR RAPIDS, GARNER & NORTHWESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. Cedar Rapids, Garner & Northwestern.....	Hayfield Junct..	Titonka.....	18.38
5. Burlington, Cedar Rapids & Northern.....	Hayfield Junct..	Garner.....	8.00

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	A. C. Ripley.....	Garner, Iowa.
President.....	A. C. Ripley.....	Garner, Iowa.
First Vice-President.....	J. N. Sprole.....	Garner, Iowa.
Secretary.....	H. H. Bush.....	Garner, Iowa.
Treasurer.....	H. N. Brockway.....	Garner, Iowa.
Auditor.....	A. F. Brownell.....	Garner, Iowa.
General Superintendent.....	E. P. Fox.....	Garner, Iowa.
Traffic Manager.....	A. F. Brownell.....	Garner, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
A. C. Ripley.....	Garner, Iowa.	E. P. Fox.....	Garner, Iowa.
J. N. Sprole.....	Garner, Iowa.	M. A. Fell.....	Garner, Iowa.
H. N. Brockway.....	Garner, Iowa.	William Shattuck.....	Garner, Iowa.
O. S. Terwilliger.....	Garner, Iowa.	E. C. Abbey.....	Garner, Iowa.
J. E. Wichmon.....	Garner, Iowa.		

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY—CONTINUED.
PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Charlton, Des Moines & Southern railroad.....	Charlton, Iowa.....	Indianola, Iowa.....	23.16	
Chicago & Northern railroad.....	Oreston, Iowa.....	Fontanelle, Iowa.....	27.50	
Western Iowa railroad.....	Fontanelle, Iowa.....	Cumberland, Iowa.....	20.33	
Brownville & Nodaway Valley railroad.....	Villisca, Iowa.....	Burlington Junction, Mo.....	20.30	
Clairinda, College Springs & Southwestern railroad.....	Clairinda, Iowa.....	Northboro, Iowa.....	25.00	
Red Oak & Atlantic railroad.....	Red Oak, Iowa.....	Griswold, Iowa.....	18.00	
Nebraska City, Sidney & Northwestern railroad.....	Hastings, Iowa.....	Sidney, Iowa.....	21.12	
Hastings & Ayoca railroad.....	Hastings, Iowa.....	Carson, Iowa.....	15.79	
Keokuk & Avoca railroad.....	Burlington, Iowa.....	Keokuk, Iowa.....	43.33	
Keokuk & St. Paul railroad.....	Van Wert, Iowa.....	Shenandoah, Iowa.....	95.45	
Humeaton & Shenandoah railroad.....	Oregon, Ill.....	St. Paul, Minn.....	319.04	
Chicago, Burlington & Northern railroad.....	Galena Junction, Ill.....	Galena, Ill.....	16.73	
	East Winona, Wis.....	Savanna, Ill.....	8.23	
	At Dubuque, Iowa.....	Winona, Minn.....	1.24	
Republican Valley railroad.....	York, Neb.....	Central City, Neb.....	41.35	
	Nemaha, Neb.....	Salem, Neb.....	17.00	
	Nemaha, Neb.....	Beatrice, Neb.....	65.30	
	Beatrice, Neb.....	Wymore, Neb.....	11.37	
	Hastings, Neb.....	Colorado State Line.....	239.41	
	Aurora, Neb.....	Grand Island, Neb.....	18.51	
	Aurora, Neb.....	Hastings, Neb.....	37.75	
	Table Rock, Neb.....	Amboy, Neb.....	142.84	
	Omaha, Neb.....	Beatrice, Neb.....	30.09	
	Omaha, Neb.....	York, Neb.....	126.79	
	Omaha, Neb.....	York, Neb.....	2.13	
	Nebraska City Bridge line.....	Columbus, Neb.....	73.49	
	Lincoln, Neb.....	Lincoln, Neb.....	144.95	
	Atchison, Kan.....	Atchison, Neb.....	8.43	
	Rule Bridge line.....	Atchison, Neb.....	5.86	
	Napier, Mo.....	Farmington, Neb.....	45.19	
	Chesler, Neb.....	Oxford, Neb.....	60.67	
	Kennett, Neb.....	Colorado State Line.....	268.33	
	Dewitt, Neb.....	Concordia, Kan.....	26.53	
	Edgar, Neb.....	Superior, Neb.....	71.04	
	Odell Junction, Neb.....	Odell, Kan.....	73.23	
	Republican, Neb.....	Republican, Kan.....	59.61	
	Omaha, Neb.....	Kansas State Line.....	171.80	
	Colorado State Line, Neb.....	Denver, Col.....		
Chicago, Nebraska & Kansas railroad.....				
Republican Valley, Kansas & Southwestern railroad.....				
Oxford & Kansas railroad.....				
Burlington & Colorado railroad.....				

Colorado & Wyoming railroad.....	Colorado State Line, Neb.....	Wyoming State Line, Col.....	144 58
Cheyenne & Burlington railroad.....	Colorado State Line, Wyo.....	Cheyenne, Wyo.....	29 01
Beaver Valley railroad.....	Nebraska State Line.....	St. Francis, Kan.....	74 18
Lincoln & Black Hills railroad.....	Central City, Neb.....	Erickson, Neb.....	63 94
	Greely Center, Neb.....	Burwell, Neb.....	40 38
	Palmer, Neb.....	Arcadia, Neb.....	54 02
Grand Island & Wyoming Central railroad.....	Grand Island, Neb.....	Wyoming State Line, S. D.....	401 32
	Kidgemont Junction, S. D.....	Deadwood, S. D.....	106 40
	Minnehaha, S. D.....	Hot Springs, S. D.....	13 34
	Englewood, S. D.....	Spearsfish, S. D.....	21 91
Grand Island & Northern Wyoming railroad.....	Wyoming State Line, S. D.....	Montana State Line, Wyo.....	289 59
	Newcastle, Wyo.....	Cambria, Wyo.....	7 00
Big Horn Southern railroad.....	Montana State Line, Wyo.....	Huntley, Mont.....	101 74
Denver, Utah & Pacific railroad.....	Denver, Col.....	Utah Junction, Col.....	3 00
Republican Valley & Wyoming railroad.....	Burns Junction, Col.....	Lyons Tower, Col.....	23 67
Omaha & North Platte railroad.....	Omaha, Neb.....	Imperial, Neb.....	49 17
	At Chicago.....	Schuyler, Neb.....	80 59
5. Pennsylvania company.....	At Clinton, Iowa and Illinois.....		5,208.53
Chicago & North-Western railway.....	At Quincy, Ill.....		1 23
Quincy Bridge & Railway.....	East Hannibal, Ill.....	Hannibal, Mo.....	1 06
Wabash railroad.....	East Hannibal, Ill.....	Louisiana, Mo.....	1 33
Chicago & Alton railroad.....	Alton, Ill.....	East St. Louis, Ill.....	2 07
Indianapolis & St. Louis railroad.....	Van Wert, Iowa.....	Humeston, Iowa.....	23 30
Keokuk & Western railroad.....	Alton, Ill.....	West Alton, Mo.....	17 08
St. Clair, Madison & St. Louis Belt railroad.....	West Alton, Mo.....	St. Louis, Mo.....	2 76
St. Louis, Keokuk & Northwestern railroad.....	Pacific Junction, Iowa.....	Council Bluffs, Iowa.....	16 81
Kansas City, St. Joseph & Council Bluffs railroad.....	Hamburg, Iowa.....	Nebraska City Junction, Iowa.....	16 52
	State Line, Iowa.....	Hopkins, Mo.....	6 97
	At Northboro, Iowa.....		1 86
	Nebraska City Bridge Coon.....	Nebraska City, Neb.....	1 93
	Napier, Mo.....	St. Joseph, Mo.....	3 65
St. Louis Merchants Bridge & Terminal railroad.....	Utah Junction, Col.....		37 28
Colorado & Southern railway.....	Huntley, Mont.....	Burns Junction, Col.....	3 88
Northern Pacific railroad.....	At St. Joseph, Mo.....	Billings, Mont.....	11 30
Hannibal & St. Joseph railroad.....	At Hannibal, Mo.....		13 63
Missouri, Kansas & Texas railway.....	Portage Curve, Ill.....		25 07
Hannibal M. D. company.....	East Dubuque, Ill.....	East Dubuque, Ill.....	15 15
Illinois Central railroad.....	At St. Paul, Minn.....	Dubuque, Iowa.....	13 25
Dunleith & Dubuque bridge.....	At Minneapolis.....		66 66
St. Paul M. D. company.....	East Winona, Wis.....	Minneapolis, Minn.....	53 53
Great Northern Railway line.....		Winona, Minn.....	11 06
Minneapolis Union railway.....			2 31
Winona Bridge & Railway.....			98 98
			190 60
Total mileage operated.....			6,290.93

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Francis W. Hunnewell.....	Boston, Mass.
President.....	O. E. Perkins.....	Burlington, Iowa.
First Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Second Vice-President.....	George B. Harris.....	Chicago, Ill.
Secretary.....	T. H. Howland.....	Boston, Mass.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
General Auditor.....	C. W. Stuythe.....	Burlington, Iowa.
General Manager.....	C. L. Stuythe.....	Chicago, Ill.
Chief Engineer.....	W. C. Brown.....	Chicago, Ill.
General Superintendent.....	W. L. Breckonridge.....	Chicago, Ill.
Superintendent Iowa lines.....	J. D. Besler.....	Chicago, Ill.
Division Superintendent.....	C. M. Levey.....	Burlington, Iowa.
Division Superintendent.....	O. E. Stewart.....	Ottumwa, Iowa.
Superintendent of Telegraph.....	J. H. Duggan.....	Oreston, Iowa.
General Freight Agent.....	W. W. Ryder.....	Chicago, Ill.
Assistant General Freight Agent.....	Thomas Miller.....	Chicago, Ill.
Assistant General Freight Agent.....	W. B. Hamblin.....	Chicago, Ill.
General Passenger and Ticket Agent.....	E. R. Puffer.....	Chicago, Ill.
Assistant General Passenger and Ticket Agent.....	P. E. Eustis.....	Chicago, Ill.
General Baggage Agent.....	W. A. Lalor.....	Chicago, Ill.
Land Commissioner.....	E. A. Sadd.....	Chicago, Ill.
	W. W. Baldwin.....	Burlington, Iowa.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Francis W. Hunnewell.....	Boston, Mass.	William Endicott, Jr....	Boston, Mass.
John N. A. Griswold.....	New York, N. Y.	Richard Olney.....	Boston, Mass.
Charles J. Paine.....	Boston, Mass.	Edw. W. Hooper.....	Cambridge, Mass.
Charles E. Perkins.....	Burlington, Iowa.	James H. Smith.....	New York, N. Y.
T. Jefferson Coolidge....	Manchester, Mass.	J. Malcolm Forbes.....	Boston, Mass.
George P. Gardner.....	Boston, Mass.		

PROPERTY OPERATED.

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'd named.
	FROM—	TO—		
1. Chicago, Burlington & Kansas City Ry.	Viele, Iowa	Bloomfield, Iowa	59.79	181.56
	Moulton, Iowa..	Carrollton, Mo..	121.77	
5. Chicago, Burlington & Quincy railroad.	Burlington, Iowa	Viele, Iowa	25.23	39.39
Wabash railroad.....	Bloomfield.....	Moulton, Iowa..	14.11	
Total.....				230.95

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
First Vice-President.....	J. P. Peasley.....	Chicago, Ill.
Second Vice-President.....	Geo. B. Harris.....	Chicago, Ill.
Secretary.....	H. E. Jarvis.....	Burlington, Iowa.
Treasurer.....	J. O. Peasley.....	Chicago, Ill.
General Solicitor.....	Spencer & Mosman.....	St. Joseph, Mo.
Attorney.....	H. H. Trimble.....	Keokuk, Iowa.
General Auditor.....	O. I. Sturgis.....	Chicago, Ill.
Auditor.....	O. M. Carter.....	St. Joseph, Mo.
Assistant Auditor.....	Ben L. Crosby.....	St. Joseph, Mo.
General Manager.....	Howard Elliott.....	St. Joseph, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Superintendent.....	S. E. Crause.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Superintendent of Telegraph.....	T. J. Lowrie.....	Hannibal, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
Assistant General Freight Agent.....	Wm. Gray.....	St. Louis, Mo.
General Passenger Agent.....	L. W. Wakeley.....	St. Louis, Mo.
Assistant General Passenger Agent.....	O. L. Grice.....	St. Louis, Mo.
General Baggage Agent.....	E. A. Sudd.....	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. W. Baldwin.....	Burlington, Iowa.	W. F. McFarland.....	Burlington, Iowa.
H. B. Scott.....	Burlington, Iowa.	J. O. Peasley.....	Burlington, Iowa.
J. W. Blythe.....	Burlington, Iowa.		

KANSAS CITY, ST. JO & COUNCIL BLUFFS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { a Main line.
b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. Kansas City, St. Jo & Co. Bluffs R. R.....	Through Kansas City yard.....	.....	.....	.....
a Main line.....	Harlem, Mo.....	Co. Bluffs, Iowa.	189.37	189.81
b Branch lines.....	E. Leavenworth.	Stillings.....	1.05	.....
	Armour.....	Winthrop.....	2.96	.....
	Amazonia.....	Hopkins.....	50.44	54.45
2. Nodaway Valley railroad.....	Bigelow.....	Burlington Jc't..	31.54	.....
Tarkio Valley railroad.....	Corning.....	Northboro.....	27.61	59.15
3. None.....				
4. None.....				
5. Hannibal & St. Jo railroad.....	Kan. City U. D..	Harlem.....	1.73	.....
Chicago, Burlington & Quincy railroad	Council Bluffs..	U. P. Transfer..	1.57	.....
Leav. Bridge & Terminal company.....	Stillings.....	Leavenworth..	1.73	.....
Atchison U. D. & R. R. company.....	Winthrop.....	Atchison U. D..	1.07	.....
Total.....				309.50

KANSAS CITY, ST. JO & COUNCIL BLUFFS RAILROAD CO.—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	O. E. Perkins.....	Burlington, Iowa.
First Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Second Vice-President.....	Geo. B. Harris.....	Chicago, Ill.
Secretary.....	T. S. Howland.....	Boston, Mass.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
General Solicitors.....	Spencer & Mossman.....	St. Joseph, Mo.
General Auditor.....	C. I. Sturgis.....	Chicago, Ill.
Auditor.....	O. M. Carter.....	St. Joseph, Mo.
Assistant Auditor.....	B. L. Crosby.....	St. Joseph, Mo.
General Manager.....	Howard Elliott.....	St. Joseph, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
General Superintendent.....	S. E. Orance.....	St. Joseph, Mo.
Superintendent.....	G. M. Hohl.....	St. Joseph, Mo.
Assistant Superintendent.....	E. G. Fish.....	Kansas City, Mo.
Superintendent of Telegraph.....	I. T. Dyer.....	St. Joseph, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
Assistant General Freight Agent.....	Wm. Gray.....	St. Louis, Mo.
General Passenger Agent.....	L. W. Wakeley.....	St. Louis, Mo.
Assistant General Passenger Agent.....	C. L. Grice.....	St. Louis, Mo.
General Baggage Agent.....	E. A. Sadd.....	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
O. E. Perkins.....	Burlington, Iowa.	Howard Elliott.....	St. Joseph, Mo.
F. W. Hunnewell.....	Boston, Mass.	O. M. Spencer.....	St. Joseph, Mo.
J. Malcom Forbes.....	Boston, Mass.	O. M. Carter.....	St. Joseph, Mo.
O. J. Paine.....	Boston, Mass.	T. J. Coolidge.....	Manchester, Mass.
Richard Olney.....	Boston, Mass.		

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { a Main line.
b Branches and spurs.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. a St. Louis, Keok. & N.-W. R. R. Co.....	Keokuk, Iowa....	W. Quincy, Mo....	36.66	166.74
	Moody, Mo.....	Hannibal, Mo....	13.23	
	Hannibal, Mo....	Louisiana, Mo....	25.23	
	Louisiana, Mo....	F'klin Av., St. L.	91.51	
b St. Louis, Keok. & N.-W. R. R. Co.....	Quivre Jct., Mo....	St. Peters, Mo....	10.55	59.06
	Mt. Pis. Jct., Ia....	Keokuk, Iowa....	48.01	
	At West Alton.....		.46	
	At N. M. St., St. L.	St. Louis, Mo....	.04	
5. Q. B. Co. and C. B. & Q. R. R.....	W. Quincy, Mo....	Quincy, Ill.....	2.03	38.74
Hannibal & St. Joseph Railroad Co.....	W. Quincy, Mo....	Moody, Mo....	4.07	
Wabash Railroad company.....	Hannibal, Mo....	Hannibal, Mo....	.42	
Missouri, Kansas & Texas Ry. Co..	Hannibal, Mo....	Hannibal, Mo....	.23	
Chicago & Alton Railroad company.....	Louisiana, Mo....	Louisiana, Mo....	.34	
Chicago, Burlington & Quincy R. R. Co.	Mt. Pis. Jct., Ia....	Mt. Pleasant, Ia....	.68	
Keokuk & Hamilton Bridge company...	At Keokuk, Iowa		.03	
Terminal Railroad Assn. of St. Louis...	At N. M. St., St. L.	Union station, St. Louis.....	3.88	
S. & C., M. & St. L. B. railroad.....	West Alton.....	Alton.....	2.64	
St. L., O. & St. P. railway.....	At Alton.....		.29	
C. O. C. & St. L. railway.....	At Alton.....	East St. Louis...	.23	
Chicago, Burlington & Quincy R. R. Co.	At East St. Louis		.97	
Total.....				264.54

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
First Vice-President.....	J. O. Peasley.....	Chicago, Ill.
Second Vice-President.....	Geo. B. Harris.....	Chicago, Ill.
Secretary.....	W. C. Maxwell.....	Keokuk, Iowa.
Treasurer.....	J. O. Peasley.....	Chicago, Ill.
General Solicitors.....	Spencer & Mosman.....	St. Joseph, Mo.
Attorney or General Counsel.....	B. H. Trimble.....	Keokuk, Iowa.
General Auditor.....	C. I. Sturgis.....	Chicago, Ill.
Auditor.....	O. M. Carter.....	St. Joseph, Mo.
Assistant Auditor.....	Ben L. Crosby.....	St. Joseph, Mo.
General Manager.....	Howard Elliott.....	St. Joseph, Mo.
Chief Engineer.....	L. F. Godale.....	St. Joseph, Mo.
General Superintendent.....	E. E. Crance.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Superintendent of Telegraph.....	T. J. Lowrie.....	Hannibal, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
Assistant General Freight Agent.....	Wm. Gray.....	St. Louis, Mo.
General Passenger Agent.....	L. W. Wakeley.....	St. Louis, Mo.
Assistant General Passenger Agent.....	C. L. Grice.....	St. Louis, Mo.
General Baggage Agent.....	E. A. Sudd.....	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
O. E. Perkins.....	Burlington, Iowa.	J. Malcolm Forbes.....	Boston, Mass.
F. W. Hummewell.....	Boston, Mass.	W. W. Baldwin.....	Burlington, Iowa.
O. J. Paine.....	Boston, Mass.		

CHICAGO, FORT MADISON & DES MOINES RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: a Main line.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r/ds named.
	FROM—	TO—		
1. a Chi., Ft. Madison & Des Moines R.R. Co	Fort Madison....	Ottumwa ..	71	71

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Isaac T. Burr.....	Boston, Mass.
President.....	E. S. Conway.....	Chicago, Ill.
First Vice-President.....	E. F. Potter.....	Ft. Madison, Iowa.
Secretary.....	E. H. Skinner.....	Birmingham, Iowa.
Treasurer.....	E. H. Skinner.....	Birmingham, Iowa.
General Solicitor.....	Jesse A. Baldwin.....	Chicago, Ill.
Attorney, or General Counsel ..	Casey & Stewart.....	Ft. Madison, Iowa.
Auditor.....	J. P. Irving.....	Ft. Madison, Iowa.
General Manager.....	E. F. Potter.....	Ft. Madison, Iowa.
Division Superintendent.....	G. D. Hutchison.....	Ft. Madison, Iowa.
General Freight Agent.....	E. F. Potter.....	Ft. Madison, Iowa.
General Passenger Agent.....	E. F. Potter.....	Ft. Madison, Iowa.

**TWENTY-SECOND ANNUAL REPORT OF THE
CHICAGO, FT. MADISON & DES MOINES RAILROAD CO.—CONTINUED.**

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
E. S. Conway	Chicago, Ill.	E. H. Spinner.....	Birmingham, Iowa.
J. A. Baldwin	Chicago, Ill.	I. T. Burr.....	Boston, Mass.
E. F. Potter.....	Ft. Madison, Iowa.	G. T. W. Braman.....	Boston, Mass.
Samuel Atlee	Ft. Madison, Iowa.	G. D. Braman.....	Boston, Mass.

CHICAGO, IOWA & DAKOTA RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Chicago, Iowa & Dakota railway.	Eldora Junction.	Alden.	26 4

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Conrad Miller.....	Bangor, Penn.
First Vice-President.....	Clarence Mitchell.	New York City.
Secretary	H. N. Brockway.....	Garner, Iowa.
Treasurer.....	J. D. Newcomer.....	Eldora, Iowa.
Attorney or General Counsel..	C. E. Albrook.....	Eldora, Iowa.
Auditor	H. C. Stuart.....	Eldora, Iowa.
General Manager.....	H. C. Stuart.....	Eldora, Iowa.
Superintendent of Telegraph.....	W. S. Reman.....	Eldora, Iowa.
General Freight Agent	H. C. Stuart.....	Eldora, Iowa.
General Passenger Agent.....	H. C. Stuart.....	Eldora, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Conrad Miller.....	Bangor, Penn.	H. C. Stuart.....	Eldora, Iowa.
Clarence Mitchell.....	New York City.	W. S. Porter.....	Eldora, Iowa.
H. N. Brockway.....	Garner, Iowa.	O. L. Blair.....	New York City.
J. D. Newcomer	Eldora, Iowa.		

CHICAGO GREAT WESTERN RAILWAY COMPANY.
PROPERTY OPERATED.

1. Railroad line represented by capital stock $\begin{cases} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{cases}$
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Chicago Great Western Railway Co...	St. Paul, Minn...	Dubuque, Iowa...	253.53	712.84
	Alken, Ill.....	Forest Home, Ill.	146.73	
	Oelwein, Iowa...	Des Moines, Iowa	130.83	
	Des Moines, Ia...	St. Joseph, Mo...	159.26	
	Bee Creek, Mo...	Beverly, Mo.....	23.00	
b	Hayfield, Minn...	Manly Jct. Iowa	47.20	132.01
	Sumner, Iowa...	Hampton, Iowa...	53.95	
	Cedar Falls, Ia...	Wilson Jct. Iowa	2.48	
	Eden, Minn.....	Mantorville, Mn	7.57	
	Sycamore, Ill.....	De Kalb, Ill.....	5.81	
5. St. Paul & Northern Pacific.....	Minneapolis, M...	St. Paul, Minn...	10.56	87.16
Dunleath & Dubuque Bridge company.	Dubuque, Iowa...	E. Dubuque, Ill.	.99	
Illinois Central.....	E. Dubuque, Ill.	Portage C'rve, Ill	13.23	
Chicago, Burlington & Northern.....	Portage C'rve, Ill	Alken, Ill.....	1.83	
Chicago & Northern Pacific.....	Forest Home, Ill.	Chicago, Ill.....	10.18	
Des Moines Union railway.....	In City of Des Moines, Iowa.		2.26	
Des Moines & Kansas City.....	In City of Des Moines, Iowa.		.44	
Kansas City, St. Joseph & Council Bl'fs	In City of St. Joseph, Mo		.81	
St. Joseph Terminal Railway company.	In City of St. Joseph, Mo		.89	
Kansas City Northwestern.....	Leavenw'h, Kan.	Kansas C'y, Kan	27.91	
Leavenworth, Northern & Southern.....	In City of Leavenworth, Kan.		2.46	
Leavenworth, Topeka & Southwestern.	In City of Leavenworth, Kan.		1.40	
Chicago, Rock Island & Pacific.....	Beverly, Mo.....	Stillings, Mo....	3.59	
Leavenworth Terminal Ry. & Bridge Co	Stillings, Mo....	Leavenw'h, Kan.	1.83	
Atchison, Topeka & Santa Fe.....	St. Joseph, Mo...	Bee Creek, Mo...	7.63	
Kansas City Suburban Belt.....	In City of Kan	sas C'y, Kan. & Mo	2.50	
Total.....				932.01

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	A. B. Stickney.....	St. Paul, Minn.
President.....	A. B. Stickney.....	St. Paul, Minn.
First Vice-President.....	A. Oppenheim.....	St. Paul, Minn.
Second Vice-President.....	A. Katman.....	St. Paul, Minn.
Third Vice-President.....	C. W. Benson.....	St. Paul, Minn.
Secretary.....	B. O. Wright.....	St. Paul, Minn.
Treasurer.....	C. O. Kaltoan.....	St. Paul, Minn.
General Counsel.....	F. B. Kellogg.....	St. Paul, Minn.
Attorney.....	Daniel W. Lawler.....	St. Paul, Minn.
Vice President and Auditor.....	W. B. Bend.....	St. Paul, Minn.
General Manager.....	Samuel C. Stickney.....	St. Paul, Minn.
Chief Engineer.....	H. Fernstrom.....	St. Paul, Minn.
General Superintendent.....	R. DuPuy.....	St. Paul, Minn.
	J. A. Kelley.....	St. Paul, Minn.
Division Superintendents.....	J. Berlingett.....	Des Moines, Iowa.
	R. W. Edwards.....	Dubuque, Iowa.
Traffic Manager.....	P. C. Stohr.....	St. Paul, Minn.
General Freight Agent.....	S. O. Brooks.....	St. Paul, Minn.
	F. H. Tibbitts.....	St. Paul, Minn.
Assistant General Freight Agents.....	T. N. Hooper.....	St. Paul, Minn.
	S. E. Stohr.....	Chicago, Ill.
General Passenger Agent.....	C. R. Berry.....	Kansas City, Mo.
Assistant General Passenger Agent.....	F. H. Lord.....	Chicago, Ill.
General Ticket Agent.....	H. D. Badgley.....	Chicago, Ill.
Assistant General Ticket Agent.....	F. H. Lord.....	Chicago, Ill.
General Baggage Agent.....	H. D. Badgley.....	Chicago, Ill.
	G. T. Spilman.....	Chicago, Ill.

CHICAGO, GREAT WESTERN RAILWAY COMPANY.—CONTINUED.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
H. E. Fletcher.....	Minneapolis, Minn.	Samuel O. Stickney.....	St. Paul, Minn.
Amel Oppenheim.....	St. Paul, Minn.	A. B. Stickney.....	St. Paul, Minn.
Maurice S. Wormser.....	New York City.	Arnold Kalman.....	St. Paul, Minn.
O. W. Benson.....	St. Paul, Minn.	F. Weyerhauser.....	St. Paul, Minn.
J. W. Lusk	St. Paul, Minn.		

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Roswell Miller.....	Chicago, Ill.
First Vice-President.....	Frank S. Bond.....	New York, N. Y.
Second Vice-President.....	A. J. Earling.....	Chicago, Ill.
Secretary.....	P. M. Myers.....	Milwaukee, Wis.
Treasurer.....	F. G. Ranney.....	Chicago, Ill.
General Solicitor.....	Burton Hanson.....	Chicago, Ill.
General Counsel.....	Geo. E. Peck.....	Chicago, Ill.
Assistant General Solicitor.....	H. H. Field.....	Chicago, Ill.
Assistant General Solicitor.....	O. B. Keeler.....	Chicago, Ill.
Comptroller.....	E. Q. Sewall.....	Chicago, Ill.
General Auditor.....	W. N. D. Wiane.....	Chicago, Ill.
Assistant General Auditor.....	W. F. Dudley.....	Chicago, Ill.
General Manager.....	W. G. Collins.....	Chicago, Ill.
Chief Engineer.....	D. J. Whittemore.....	Chicago, Ill.
General Superintendent.....	H. E. Williams.....	Chicago, Ill.
Assistant General Superintendents.....	Three in number.	
Division Superintendents.....	Sixteen in number.	
Superintendent of Telegraph.....	U. J. Fry.....	Milwaukee, Wis.
General Traffic Manager.....	A. C. Bird.....	Chicago, Ill.
General Freight Agent.....	J. H. Hilland.....	Chicago, Ill.
Assistant General Freight Agents.....	Four in number.	
General Passenger and Ticket Agent.....	G. H. Heaford.....	Chicago, Ill.
Assistant General Passenger Agents.....	Two in number.	
Assistant General Passenger and Ticket Agent.....	G. S. Marsh.....	Chicago, Ill.
Assistant General Ticket Agent.....	A. F. Merrill.....	Chicago, Ill.
General Baggage Agent.....	W. D. Carrick.....	Milwaukee, Wis.
Land Commissioner.....	H. G. Haugan.....	Milwaukee, Wis.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Philip D. Armour.....	Chicago, Ill.	Frederick Layton.....	Milwaukee, Wis.
August Belmont.....	New York, N. Y.	Joseph Milbank.....	New York, N. Y.
Frank S. Bond.....	New York, N. Y.	Roswell Miller.....	Chicago, Ill.
Charles H. Ooster.....	New York, N. Y.	William Rockefeller.....	New York, N. Y.
Charles D. Dickey.....	New York, N. Y.	Samuel Spencer.....	New York, N. Y.
Peter Geddes.....	New York, N. Y.	A. Van Santvoord.....	New York, N. Y.
Charles W. Harkness.....	New York, N. Y.		

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of demand.
	FROM—	TO—		
Chicago, Rock Island & Pacific Railway Co.	Chicago, Ill.	Council Bl'fs, Ia.	500.20	
	Davenport, Iowa	Aschison, Kan...	241.24	
	Edgerton Jc., Mo	Leavenworth, Kan	20.16	
	Washington, Ia.	Knoxville, Iowa.	79.00	
	S. Englewood, Ill	S. Chicago, Ill....	7.43	
	Wilton, Iowa....	Muscatine, Iowa	12.04	
	Wilton, Iowa....	Lime Kilns, Iowa	6.08	
	Newton, Iowa....	Monroe, Iowa....	17.08	
	Des Moines, Ia....	Indianola and Winterset, Ia.	47.08	
	Menlo, Iowa.....	Guthrie C't'r., Ia.	24.44	
	Atlantic, Iowa....	Audubon, Iowa....	24.41	
	Atlantic, Iowa....	Griswold, Iowa....	14.23	
	Avoca, Iowa.....	Carson, Iowa....	17.73	
	Avoca, Iowa.....	Harlan, Iowa....	11.88	
	Mt. Zion, Iowa....	Keosauqua, Ia....	4.60	
	Altamont, Mo....	St. Joseph, Mo....	49.35	
	S. St. Joseph, Mo.	Rushville, Mo....	15.21	
	Kansas City, Mo.	Armoredale, Kan	2.40	
	S. Omaha, Neb....	Jansen, Neb....	104.30	
	Elwood, Kan....	Liberal, Kan....	429.54	
	Herington, Kan....	Terral, I. T....	849.01	
	Herington, Kan....	Salina, Kan....	49.30	
	Horton, Kan....	Boswell, Col....	568.66	
	Fairbury, Neb....	Nelson, Neb....	61.63	
	McFarland, Kan	Belleville, Kan....	103.98	
	Dodge City, Kan	Bucklin, Kan....	26.64	
	Chickasha, I. T.	O. T.	51.22	
Peoria & Bureau Valley railroad.....	Bureau, Ill.....	Peoria, Ill.	45.90	2,938.62
Keokuk & Des Moines railway.....	Keokuk, Iowa....	Des Moines, Iowa	162.29	
Des Moines & Ft. Dodge railroad.....	Des Moines, Ia....	Ft. Dodge and Ruthven, Iowa	143.51	
Hannibal & St. Joseph railroad.....	Cameron, Mo....	Kansas City, Mo.	54.90	352.70
Union Pacific railroad.....	Council Bl'fs, Ia	S. Omaha, Neb....	7.08	
	Kansas City, Mo.	N. Topeka, Kan....	67.35	
	Limon, Col.....	Denver, Col....	89.78	
Denver & Rio Grande railroad.....	Denver, Col....	Pueblo, Col....	119.60	
Total.....				3,619.37

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	R. B. Cable.....	Rock Island, Ill.
President.....	W. G. Purdy.....	Chicago, Ill.
First Vice-President.....	H. A. Parker.....	Chicago, Ill.
Second Vice-President.....	Robert Mather.....	Chicago, Ill.
Third Vice-President.....	J. M. Johnson.....	Chicago, Ill.
Secretary.....	George H. Crosby.....	Chicago, Ill.
Treasurer.....	F. E. Hayne.....	Chicago, Ill.
General Attorney.....	Robert Mather.....	Chicago, Ill.
General Attorney.....	M. A. Law.....	Topeka, Kan.
Auditor.....	S. O. Matthews.....	Chicago, Ill.
Assistant Auditor.....	H. F. Morris.....	Chicago, Ill.
General Manager.....	H. A. Parker.....	Chicago, Ill.
Assistant General Manager.....	W. I. Allen.....	Chicago, Ill.
General Superintendent.....	A. J. Hitt.....	Chicago, Ill.
General Superintendent.....	W. H. Stillwell.....	Topeka, Kan.
Division Superintendent.....	C. H. Hubbell.....	Chicago, Ill.
Division Superintendent.....	C. L. Nichols.....	Blue Island, Ill.
Division Superintendent.....	W. M. Hobbs.....	Des Moines, Iowa.

OFFICERS—CONTINUED.

TITLE.	NAME.	LOCATION OF OFFICE.
Division Superintendent.....	O. N. Gilmore.....	Des Moines, Iowa.
Division Superintendent.....	W. J. Lawrence.....	Trenton, Mo.
Division Superintendent.....	O. W. Jones.....	Horton, Kan.
Division Superintendent.....	F. O. Smith.....	Colorado Sp'gs, Col.
Division Superintendent.....	A. T. Abbott.....	Herington, Kan.
Division Superintendent.....	S. B. Hovey.....	Ft. Worth, Texas.
Freight Traffic Manager.....	J. M. Johnson.....	Chicago, Ill.
Assistant Freight Traffic Manager.....	H. Gower.....	Chicago, Ill.
General Freight Agent.....	E. B. Boyd.....	Chicago, Ill.
General Freight Agent.....	H. H. Embry.....	Topeka, Kan.
General Passenger and Ticket Agent.....	John Sebastian.....	Chicago, Ill.
Assistant General Passenger and Ticket Agent.....	E. E. MacLeod.....	Chicago, Ill.
Assistant General Passenger and Ticket Agent.....	L. M. Allen.....	Chicago, Ill.
Assistant General Passenger and Ticket Agent.....	E. W. Thompson.....	Topeka, Kan.
General Baggage Agent.....	George W. Duback.....	Chicago, Ill.
Superintendent of Telegraph.....	A. R. Swift.....	Chicago, Ill.
Land Commissioner.....	J. L. Drew.....	Davenport, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
H. R. Bishop.....	New York City.	A. R. Flewer.....	New York City.
Henry M. Flagler.....	New York City.	Marshall Field.....	Chicago, Ill.
Alexander E. Orr.....	New York City.	W. G. Purdy.....	Chicago, Ill.
Ogden Mills.....	New York City.	H. A. Parker.....	Chicago, Ill.
G. S. Brewster.....	New York City.	R. R. Oable.....	Rock Island, Ill.
W. A. Nash.....	New York City.	F. H. Griggs.....	Davenport, Iowa.
Tracy Dows.....	New York City.		

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

MILES OF COMPLETED ROAD, JUNE 30, 1899.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.	Nebraska.
LINES CHARTERED AS OR CONSOLIDATED WITH CHICAGO & NORTH-WESTERN RAILWAY COMPANY.									
Chicago to Council Bluffs	491.00	137.82	353.12						
Chicago to Freeport	121.00	121.00							
Geneva to Aurora	2.40	2.40							
Geneva to St. Charles	2.40	2.40							
Sycamore to Cortland	4.64	4.64							
Elgin to Williams Bay	51.04	35.82		15.22					
Belvidere to Spring Valley	15.78	15.78							
South Branch Jc. to River (Chicago)	4.50	4.50							
Clinton to Anamosa (Quarry)	73.57		73.57						
Stanwood to Tipton	8.50		8.50						
Out off near Cedar Rapids	5.96		5.96						
Des Moines to Jewell Junction	59.09		59.09						
Tama to Elmore	104.56		104.56						
Jewell Junction to Wall Lake Junc.	73.68		73.68						
Eagle Grove to Hawarden	145.20		145.20						
Belle Plaine to Muchakinock	64.00		64.00						
Boone to coal banks	3.25		3.25						
Maple River Junction to Onawa	80.85		80.85						
Wall Lake to Moville	79.87		79.87						
Carroll to Kirkman	34.81		34.81						
Manning to Audubon	17.00		17.00						
Chicago to Ft. Howard	242.20	89.73		152.47					
Appleton water power ext.	3.63			3.63					
Kenosha to Rockford	72.10	44.03		28.07					
Chicago to Montrose	5.20	5.20							
Montrose to North Evanston	7.89	7.89							
Chicago to Milwaukee	85.00	44.69		40.30					
Milwaukee to Fond du Lac	62.63		62.63						
Sheboygan to Princeton	78.40		78.40						
Milwaukee to Montfort	140.88		140.88						
Montfort to Galena	46.34	10.30		36.04					
Montfort to Woodman	30.50		30.50						
Ipawick to Platteville	4.00		4.00						
Lancaster Junction to Lancaster	12.04		12.04						
Janesville to Afton	6.10		6.10						
Belvidere to Winona	227.60	21.00		206.60		13			
Winona Junction to La Crosse	3.96		3.96						
Trempealeau to Galesville	6.71		6.71						
Evansville to Janesville	15.68		15.68						
Ft. Howard to Republic	202.64		49.45	153.19					
Clowrie to Michigamme	10.44			10.44					
Wabec to Champion	1.23			1.23					
Powers to Watersmeet	104.33		13.73	90.60					
Stager to Crystal Falls	9.10			9.10					
Naventia to Metropolitan	34.86			34.86					
BRANCHES TO MINES—									
Off main line	42.37			42.37					
Off E. & L. S. line	8.44			8.44					
Off Menominee River line	86.13			4.71	81.42				
Crystal Falls to Hemlock mine	15.00				15.00				
Off Ashland division	84.22			4.89	79.33				
Industries off Ashland division	21.44			20.02	.52				
Lake Shore Jct. to Ashland, Wis.	386.13			319.24	66.89				
Monico Junction to Hurley, Wis.	88.11			88.11					
Two Rivers Jct. to Two Rivers, Wis.	6.35			6.35					
Hortonville to Oakosh, Wis.	21.10			23.10					
Eland Junction to Marshfield, Wis.	63.87			63.87					
North of Antigone to E. Bryant switch	7.27			7.27					
Pratt Junction to Harrison	17.85			17.85					
Parrish Junction to Parrish	4.54			4.54					
Watersmeet to Oboate	22.82				22.82				
Interior Junction to Interior	1.61				1.61				
Orangemere to Robbins	3.47				3.47				
Hurley to end of track	12.97			12.97					
Potato River Jct. to end of track	2.60			2.60					
Extension through section 34	1.34			1.34					
Northern Junction to Wabeno	46.11			46.11					
Tot. C. & N.-W. Ry. (char. or con.)	3,838.40	593.97	1,163.12	1,549.65	521.19	.47			

PROPERTY OPERATED—CONTINUED.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.	Nebraska.
PROPRIETARY LINES, viz.:									
Princeton & Western railway.....	16.06			16.06					
Valley Junction to Necedah.....									
Winona & St. Peter railroad.....	448.48								
Winona to Watertown.....						288.50	34.48		
Mankato Junction to Mankato.....						8.75			
Sleepy Eye to Redwood Falls.....						34.40			
Rochester to Zumbrota.....						34.45			
Eyota to Plainview.....						15.01			
Eyota to Chatfield.....						11.46			
Tracy to Dakota line.....						45.40			
Dakota Central railway.....	728.98								
Minnesota state line to Pierre.....							309.11		
James Valley Junction to Oakes.....							117.67	14.28	
Watertown Jct. to Watertown.....							45.88		
Watertown to Gettysburg.....							145.25		
Iroquois to Hawarden (state line).....							125.49		
Centerville to Yankton.....							23.46		
Doland to Groton.....							88.84		
Total.....	1,188.47			16.06		414.00	744.13	14.28	
LEASED LINES, viz.:									
St. Paul Eastern Grand Trunk Ry.....	60.02								
Olinntonville to Oconto.....				55.00					
Spurs.....				4.02					
Total.....	60.02			60.02					

RECAPITULATION.

O. & N.-W. Ry. (chart. or con.).....	3,828.40	598.97	1,163.12	1,549.65	521.19	.47			
Proprietary lines.....	1,188.47			16.06		414.00	744.13	14.28	
Leased lines.....	60.02			60.02					
Total.....	5,076.89	598.97	1,163.12	1,625.73	521.19	414.47	744.13	14.28	
ADD OPER. UNDER TRACKAGE RIGHTS:									
Council Bl'fs (Broadway to S. Omaha).....	8.73		3.07						5.66
Grand total.....	5,085.62	598.97	1,166.19	1,625.73	521.19	414.47	744.13	14.28	5.66

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Albert Keep.....	Chicago.
President.....	Marvin Hughitt.....	Chicago.
First Vice-President.....	Martin L. Sykes.....	New York.
Second Vice-President.....	Marshall M. Kirkman.....	Chicago.
Third Vice-President.....	Hiram R. McCullough.....	Chicago.
Secretary.....	Martin L. Sykes.....	New York.
Treasurer.....	S. O. Howe.....	New York.
General Counsel.....	Lloyd W. Rowers.....	Chicago.
Auditor.....	J. B. Redfield.....	Chicago.
General Manager.....	John M. Whitman.....	Chicago.
Chief Engineer.....	John E. Hight.....	Chicago.
General Superintendent.....	Sherburne Sanborn.....	Chicago.
Assistant General Superintendent.....	William A. Gardner.....	Chicago.
Division Superintendent.....	Richard H. Aishton.....	Boone, Iowa.
Division Superintendent.....	Wm. D. Hodge.....	Eagle Grove, Iowa.
Division Superintendent.....	S. M. Braden.....	Lake City, Iowa.
Superintendent of Telegraph.....	George H. Thayer.....	Chicago.
Traffic Manager.....	Hiram R. McCullough.....	Chicago.
General Freight Agent.....	Marvin Hughitt, Jr.....	Chicago.
General Passenger Agent.....	Warren B. Kniskern.....	Chicago.
General Ticket Agent.....	Warren B. Kniskern.....	Chicago.
General Baggage Agent.....	Nathaniel A. Phillips.....	Chicago.
Land Commissioner.....	J. F. Cleveland.....	Chicago.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY—CONTINUED.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
David P. Kimball.....	Boston.	Marvin Hugbitt.....	Chicago.
Chauncey M. Depew....	New York.	N. K. Fairbank.....	Chicago.
Sam'l F. Barger.....	New York.	Byron L. Smith.....	Chicago.
Albert Keep.....	Lake Geneva, Wis.	Cyrus H. McCormick...	Chicago.
M. L. Sykes.....	New York.	F. W. Vanderbilt.....	New York.
James O. Fargo.....	New York.	W. K. Vanderbilt.....	New York.
Oliver Ames.....	Boston.	H. McK. Twombly.....	New York.
Zenas Crane.....	Dalton, Mass.	John I. Blair.....	Blairstown, N. J.
James Stillman.....	New York.		

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock—Main line.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. Chicago, St. Paul, Minneapolis & O. Ry.	Elroy.....	St. Paul.....	195.17	
	N. Wisconsin Jct.	Bayfield.....	178.84	
	Eau Claire.....	Spooner.....	81.51	
	Superior Jct.....	Duluth.....	71.45	
	St. Paul.....	Le Mars.....	243.76	
	Missouri Riv. at Covington.....	Omaha.....	123.06	
	St. Croix Draw Bridge.....	Stillwater Switch	4.55	
	Stillwater Jct.....	Stillwater.....	3.30	
	River Falls Jct.....	Ellsworth.....	24.82	
	Merrillan.....	Marshfield.....	38.67	
	Ashland Jct.....	Ashland.....	4.38	
	Ashland Shore Line.....	Line.....	1.31	
	West Eau Claire.	Shaw's Mill.....	2.74	
	Fairchild.....	Mondovi.....	37.00	
	Menomonie Jct.....	Menomonie City.	3.01	
	Menomonie Jct.....	Cedar Falls.....	2.01	
	Lake Crystal.....	Elmore.....	43.48	
	Heron Lake.....	Pipestone.....	55.10	
	Sioux Falls Jct.....	Mitchell.....	130.73	
	Luverne.....	Doon.....	28.00	
	Coburn Jct.....	Newcastle.....	26.05	
	Emerson.....	Norfolk.....	46.50	
	Wakefield.....	Hartington.....	33.76	
	Wayne.....	Bloomfield.....	43.14	
5. St. Louis River Bridge (N. P. Ry.).....	West Superior.....	Rice's Point.....	1.59	
Great Northern railway.....	St. Paul.....	Minneapolis.....	11.40	
The Minneapolis & St. Louis railroad..	Minneapolis.....	Merriman Jct.....	27.00	
Illinois Central railroad.....	Le Mars.....	Sioux City.....	25.26	
Sioux City Bridge company.....	Bridge across Missouri river and tracks at Sioux City.....	Sioux City.....	3.90	
Sioux City & Pacific railroad.....	Sioux City.....	Sioux City bridge track.....	.50	
Total.....				69.59
				1,422.23

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
First Vice-President and Ass't Secretary.....	Martin L. Sykes.....	New York, N. Y.
Second Vice-President and Gen'l Traffic M'gr. Secretary.....	Jas. T. Clark.....	St. Paul, Minn.
Treasurer and Second Assistant Secretary.....	E. M. Woodman.....	Hudson, Wis.
Assistant Treasurer and Third Ass't Secretary..	S. O. Howe.....	New York, N. Y.
General Counsel.....	R. H. Williams.....	New York, N. Y.
General Attorney.....	Thomas Wilson.....	St. Paul, Minn.
Comptroller.....	L. K. Luse.....	St. Paul, Minn.
Auditor of Expenditures.....	L. A. Robinson.....	St. Paul, Minn.
Local Treasurer.....	W. H. Stennett.....	Chicago, Ill.
General Manager.....	Chas. P. Nash.....	St. Paul, Minn.
Chief Engineer.....	W. A. Scott.....	St. Paul, Minn.
General Superintendent.....	O. W. Johnson.....	St. Paul, Minn.
	J. O. Stuart.....	St. Paul, Minn.
	L. F. Slaker.....	St. Paul, Minn.
Division Superintendents.....	A. W. Trenholm.....	Itasca, Wis.
	H. Spencer.....	St. James, Minn.
	H. S. Jaynes.....	Omaha, Neb.
Purchasing Agent.....	W. H. S. Wright.....	St. Paul, Minn.
Superintendent of Telegraph.....	H. C. Hope.....	St. Paul, Minn.
General Freight Agent.....	H. M. Pearce.....	St. Paul, Minn.
Assistant General Freight Agent.....	E. B. Ober.....	St. Paul, Minn.
General Passenger Agent.....	T. W. Teasdale.....	St. Paul, Minn.
General Baggage Agent.....	E. F. Wood.....	St. Paul, Minn.
Car Accountant.....	A. Drezmal.....	St. Paul, Minn.
General Claim Agent.....	E. L. Poole.....	St. Paul, Minn.
Land Commissioner.....	G. W. Bell.....	Hudson, Wis.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Martin L. Sykes.....	New York, N. Y.	H. McK. Twombly.....	New York, N. Y.
Thomas Wilson.....	St. Paul, Minn.	Marvin Hughitt.....	Chicago, Ill.
John M. Whitman.....	Chicago, Ill.	Byron L. Smith.....	Chicago, Ill.
John A. Humbird.....	St. Paul, Minn.	Chauncey M. Depew....	New York, N. Y.
Cornelius Vanderbilt.....	New York, N. Y.	David P. Kimball.....	Boston, Mass.
Wm. K. Vanderbilt.....	New York, N. Y.	Horace G. Burt.....	Omaha, Neb.
Albert Keep.....	Chicago, Ill.		

SIOUX CITY & PACIFIC RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of denamed.
	FROM—	TO—		
Sioux City & Pacific Railroad company	Sioux City, Iowa. Missouri Valley.	Fremont, Neb.... California J'ct'n	101.58 5.84	
Total main line represented by capital stock				107.42

SIOUX CITY & PACIFIC RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
First Vice-President.....	M. M. Kirkman.....	Chicago, Ill.
Second Vice-President.....	H. B. McCullough.....	Chicago, Ill.
Secretary.....	Joseph B. Redfield.....	Chicago, Ill.
Treasurer.....	M. M. Kirkman.....	Chicago, Ill.
General Counsel.....	Lloyd W. Bowers.....	Chicago, Ill.
General Attorney.....	H. T. White.....	Omaha, Neb.
Comptroller.....	M. M. Kirkman.....	Chicago, Ill.
Auditor.....	Joseph B. Redfield.....	Chicago, Ill.
General Manager.....	George F. Bidwell.....	Omaha, Neb.
Chief Engineer.....	F. M. Marsh.....	Omaha, Neb.
General Superintendent.....	Charles O. Hughes.....	Omaha, Neb.
Division Superintendent.....	Henry O. Mahanna.....	Fremont, Neb.
Superintendent of Telegraph.....	William P. McFarlane.....	Omaha, Neb.
General Freight Agent.....	Kingsley O. Morehouse.....	Omaha, Neb.
Assistant General Freight Agent.....	Amos H. Merchant.....	Omaha, Neb.
General Passenger Agent.....	John B. Buchanan.....	Omaha, Neb.
Land Commissioner.....	Josiah F. Cleveland.....	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Marvin Hughitt.....	Chicago, Ill.	H. B. McCullough.....	Chicago, Ill.
Albert Keep.....	Lake Geneva, Wis.	W. H. Stennett.....	Chicago, Ill.
M. L. Sykes.....	New York, N. Y.	J. M. Whitman.....	Chicago, Ill.
David P. Kimball.....	Boston, Mass.	J. B. Redfield.....	Chicago, Ill.
M. M. Kirkman.....	Chicago, Ill.		

CROOKED CREEK RAILROAD & COAL COMPANY.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Crooked Creek Railroad & Coal company.	Lehigh.....	Webster City ..	17.61

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. O. Willson.....	Webster City, Iowa.
First Vice-President.....	John Q. Burnham.....	Milwaukee, Wis.
Secretary.....	J. M. Funk.....	Webster City, Iowa.
Auditor.....	O. M. Kellogg.....	Lehigh, Iowa.
General Manager.....	W. O. Willson.....	Webster City, Iowa.
General Freight Agent.....	F. E. Willson.....	Webster City, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. O. Willson.....	Webster City, Iowa.	O. T. Burnham.....	Milwaukee, Wis.
F. E. Willson.....	Webster City, Iowa.	A. K. Hamilton.....	Milwaukee, Wis.
J. M. Funk.....	Webster City, Iowa.	Henry W. Leman.....	Chicago, Ill.
John Q. Burnham.....	Milwaukee, Wis.		

DES MOINES, NORTHERN & WESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of railroad named.
	FROM—	TO—		
1. Des Moines, Northern & Western R. R.	Des Moines, Iowa Olive, Iowa.....	Fonda, Iowa..... Boone, Iowa.....	111.97 84.80	
5. Des Moines Union railway.....	Terminals at Des Moines.....			146.77 2.12
Total				148.89

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	A. J. Earling.....	Chicago, Ill.
Vice-President.....	Burton Hanson.....	Chicago, Ill.
Secretary.....	P. M. Myers.....	Milwaukee, Wis.
Treasurer.....	F. G. Ranney.....	Chicago, Ill.
Auditor.....	W. N. D. Winne.....	Chicago, Ill.
General Manager.....	W. G. Collins.....	Chicago, Ill.
Chief Engineer.....	D. J. Whittemore.....	Chicago, Ill.
General Superintendent.....	H. R. Williams.....	Chicago, Ill.
Assistant General Superintendent.....	C. A. Goodnow.....	Chicago, Ill.
Superintendent.....	F. Horton.....	Des Moines, Iowa.
Superintendent of Telegraph.....	M. J. Fry.....	Milwaukee, Wis.
Traffic Manager.....	A. O. Bird.....	Chicago, Ill.
General Freight Agent.....	J. H. Hilland.....	Chicago, Ill.
Assistant General Freight Agent.....	R. M. Calkins.....	Des Moines, Iowa.
General Passenger Agent.....	G. H. Hearford.....	Chicago, Ill.
Assistant General Passenger Agent.....	R. M. Calkins.....	Des Moines, Iowa.
General Ticket Agent.....	G. H. Hearford.....	Chicago, Ill.
General Baggage Agent.....	W. D. Carrick.....	Milwaukee, Wis.
Land Commissioner.....	H. G. Haugan.....	Milwaukee, Wis.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. G. Collins.....	Chicago, Ill.	O. B. Keeler.....	Chicago, Ill.
A. J. Earling.....	Chicago, Ill.	Roswell Miller.....	Chicago, Ill.
C. A. Goodnow.....	Chicago, Ill.	P. M. Myers.....	Milwaukee, Wis.
Burton Hanson.....	Chicago, Ill.		

**TWENTY-SECOND ANNUAL REPORT OF THE
DUBUQUE & SIOUX CITY RAILROAD COMPANY.**

PROPERTY OPERATED.

(Operated under lease by the Illinois Central.)

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Dubuque & Sioux City railroad.....	Dubuque.....	Sioux City.....		326.58
b Dubuque & Sioux City railroad.....	Manchester.....	Cedar Rapids.....	41.85	
	Cherokee.....	Onawa.....	59.10	
	Cherokee.....	Sioux Falls.....	95.48	
	Cedar Falls Jct..	Minn. State Line	75.58	
Total.....				373.01
				599.59

OFFICERS OF THE DUBUQUE & SIOUX CITY RAILROAD COMPANY.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	New York, N. Y.
First Vice-President.....	Jno. O. Welling.....	Chicago, Ill.
Second Vice-President.....	E. O. Woodruff.....	Elizabeth, N. J.
Treasurer.....	E. T. H. Gibson.....	New York, N. Y.
Secretary.....	A. G. Hackstaff.....	New York, N. Y.
Assistant Secretary and Assistant Treasurer.....	J. F. Merry.....	Dubuque, Iowa.

OFFICERS OF OPERATING COMPANY.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Stuyvesant Fish.....	New York City, N.Y.
First Vice-President.....	John O. Welling.....	Chicago, Ill.
Second Vice-President.....	J. T. Harahan.....	Chicago, Ill.
Secretary.....	A. G. Hackstaff.....	New York City, N.Y.
Treasurer.....	E. T. H. Gibson.....	New York City, N.Y.
Local Treasurer.....	J. F. Titus.....	Chicago, Ill.
General Solicitor.....	James Fentress.....	Chicago, Ill.
General Counsel.....	B. F. Ayer.....	Chicago, Ill.
Attorneys.....	W. J. Knight.....	Dubuque, Iowa.
	J. T. Duncombe.....	Ft. Dodge, Iowa.
Auditor of Freight Receipts.....	F. Fairman.....	Chicago, Ill.
Auditor of Passenger Receipts.....	A. D. Joslin.....	Chicago, Ill.
Auditor of Disbursements.....	C. F. Krebs.....	Chicago, Ill.
Assistant Auditor of Freight Receipts.....	M. D. Royer.....	Chicago, Ill.
Chief Engineer.....	D. Sloan.....	Chicago, Ill.
General Superintendent.....	A. W. Sullivan.....	Chicago, Ill.
Assistant General Superintendent.....	J. G. Hartigan.....	Chicago, Ill.
Division Superintendents.....	F. B. Harriman.....	Dubuque, Iowa.
	C. K. Dixon.....	Cherokee, Iowa.
Superintendent of Telegraph.....	G. M. Dugan.....	Chicago, Ill.
Traffic Manager.....	T. J. Hudson.....	Chicago, Ill.
Assistant Traffic Manager.....	M. O. Markham.....	Chicago, Ill.
General Freight Agent.....	W. E. Keepers.....	Chicago, Ill.
General Passenger Agent.....	A. H. Hanson.....	Chicago, Ill.
Assistant General Passenger Agent.....	J. F. Merry.....	Dubuque, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS
Stuyvesant Fish.....	New York City, N.Y.	J. V. Elder.....	Dubuque, Iowa.
J. O. Weiling.....	Chicago, Ill.	W. H. Torbert.....	Dubuque, Iowa.
J. T. Harahan.....	Chicago, Ill.	E. D. Stout.....	Dubuque, Iowa.
E. H. Harriman.....	New York City, N.Y.	J. W. Conchar.....	Dubuque, Iowa.
E. T. H. Gibson.....	New York City, N.Y.	O. O. Tolerton.....	Sioux City, Iowa.
M. M. Walker.....	Dubuque, Iowa.	Nicholas Glab.....	Dubuque, Iowa.
S. L. Dows.....	Cedar Rapids, Iowa.	John W. Auchincless....	New York City, N.Y.
A. E. Loomis.....	Ft. Dodge, Iowa.		

STACYVILLE RAILROAD.

PROPERTY OPERATED.

(Operated under lease by the Illinois Central.)

1. Railroad line operated by capital stock: a Main line.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. a.....	Stacyville Jc	Stacyville.....	7.93	7.93

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. J. Knight.....	Dubuque, Iowa.
First Vice-President.....	F. B. Harriman.....	Dubuque, Iowa.
Secretary.....	F. E. Couch.....	Dubuque, Iowa.
Treasurer.....	J. F. Titus.....	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
William J. Knight.....	Dubuque, Iowa.	A. Penney.....	Stacyville, Iowa.
Frank B. Harriman.....	Dubuque, Iowa.	C. G. Rolfe.....	Stacyville, Iowa.
W. S. Benson.....	Dubuque, Iowa.	W. L. Eaton.....	Osage, Iowa.
T. W. McNear.....	Dubuque, Iowa.		

DES MOINES UNION RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Des Moines Union Railway company	Des Moines.....	Des Moines	8.70

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Russell Sage	New York, N. Y.	Henry A. Gardner	Chicago, Ill.
Edward E. Chase	New York, N. Y.	Albert G. Frost	Chicago, Ill.
George E. Morse	New York, N. Y.	Geo. P. Lee	Chicago, Ill.
Giles E. Taintor	New York, N. Y.	Frederick S. Pales	Chicago, Ill.
William E. Strong	New York, N. Y.	Charles F. Quincey	Chicago, Ill.
E. H. Perkins, Jr.	New York, N. Y.	Frederick Merritt	Chicago, Ill.
Robt. J. Kimball	New York, N. Y.	Ben Warren, Jr.	Peoria, Ill.
Chas. G. Dubois	Chicago, Ill.		

ALBIA & CENTERVILLE RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: a Main line.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Main line.....	Albia....	Centerville..	24.44	24.44

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	F. M. Drake	Des Moines, Iowa.
President	F. M. Drake	Des Moines, Iowa.
Vice-President	Russell Sage	New York, N. Y.
Assistant Secretary	J. J. Slocum	New York, N. Y.
Treasurer	Russell Sage	New York, N. Y.
Assistant Treasurer	T. I. Wasson	Marshallt'wn, Iowa.
Auditor	T. I. Wasson	Marshallt'wn, Iowa.
General Manager	L. M. Martin	Marshallt'wn, Iowa.
General Superintendent	O. W. Huntington	Marshallt'wn, Iowa.
Superintendent of Telegraph	B. G. Falls	Oskaloosa, Iowa.
General Freight Agent	J. N. Tittmore	Marshallt'wn, Iowa.
Assistant General Freight Agent	S. G. Lutz	Marshallt'wn, Iowa.
Acting General Passenger Agent	W. G. Martin	Marshallt'wn, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Russell Sage	New York.	J. J. Slocum	New York.
C. W. Osborne	New York.	F. M. Drake	Des Moines, Iowa.
E. C. Osborne	New York.		

IOWA NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Iowa Northern Railway company.	Colfax	Valeria	5.93
Iowa Northern Railway company	Spur	Mine	1.00

IOWA NORTHERN RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.. ..	D. Ryan	Des Moines, Iowa.
President.....	J. S. Wylie.	Davenport, Iowa.
Vice-President.....	D. Ryan.....	Des Moines, Iowa.
Secretary.....	Jno. M. Topper, acting.	Colfax, Iowa.
Treasurer.....	Jno. M. Topper, acting.	Colfax, Iowa.
General Solicitor.....	W. O. McElroy....	Newton, Iowa.
General Superintendent.....	Jno. M. Topper, acting.	Colfax, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
F. H. Griggs.....	Davenport, Iowa.	Rob't Ryan.....	Lincoln, Neb.
D. Ryan.....	Des Moines, Iowa.	Geo A. Goodrich.....	Colfax, Iowa.
J. S. Wylie.....	Davenport, Iowa.		

KEOKUK & WESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of r'd named.
	FROM—	TO—	
Keokuk & Western Railroad company.....	Alexandria, Mo.	Van Wert, Iowa	143.65
Keokuk & Western Railroad company....	Des Moines, Ia.	Gainsville, Mo...	112.00
St. Louis, Keokuk & Northwestern railroad.....	Keokuk, Iowa...	Alexandria, Mo	5.00
Total.			260.65

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	J. W. Blythe	Burlington, Iowa.
Vice-President.....	A. C. Goodrich.....	Keokuk, Iowa.
Secretary.....	H. E. Jarvis.....	Burlington, Iowa.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
Attorney, or General Counsel.....	F. T. Hughes.....	Keokuk, Iowa.
Auditor.....	T. R. Board.....	Keokuk, Iowa.
General Manager.....	A. O. Goodrich.....	Keokuk, Iowa.
Chief Engineer.....	A. O. Goodrich.....	Keokuk, Iowa.
Superintendent.....	J. P. Boyle.....	Keokuk, Iowa.
Superintendent of Telegraph.....	J. P. Boyle.....	Keokuk, Iowa.
Traffic Manager.....	A. O. Goodrich.....	Keokuk, Iowa.
General Freight Agent.....	A. McCrae.....	Keokuk, Iowa.
Assistant General Freight Agent.....	W. G. Goodrich.....	Keokuk, Iowa.
General Passenger Agent.....	A. McCrae.....	Keokuk, Iowa.
Assistant General Passenger Agent.....	W. G. Goodrich.....	Keokuk, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
J. W. Blythe.....	Burlington, Iowa.	T. DeWitt Ouyler.	Philadelphia, Pa.
A. O. Goodrich.....	Keokuk, Iowa.	Benjamin Strong.....	New York, N. Y.
E. M. Shelton.....	Burlington, Iowa.	Benjamin Graham.....	New York, N. Y.
W. W. Baldwin.....	Burlington, Iowa.	F. J. Paton.....	New York, N. Y.
F. T. Hughes.....	Keokuk, Iowa.		

MASON CITY & FORT DODGE RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Mason City & Fort Dodge Railroad company.....	Mason City, Ia..	Lehigh, Iowa....	88.1
Mason City & Fort Dodge Railroad company.....	Carbon Jct., Ia..	Coalville, Iowa..	8.9
Total.....			92

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	W. C. Toomey.....	St. Paul, Minn.
Vice-President.....	Hamilton Browne..	Boone, Iowa
Secretary.....	S. T. Meservy.....	Fort Dodge, Iowa.
Treasurer.....	S. T. Meservy.....	Fort Dodge, Iowa.
Assistant Treasurer.....	O. B. Grant.....	Fort Dodge, Iowa.
Auditor.....	J. Warwick.....	Fort Dodge, Iowa.
Superintendent.....	O. B. Grant.....	Fort Dodge, Iowa.
Superintendent of Telegraph.....	W. M. Sallsbury..	Fort Dodge, Iowa.
General Freight Agent.....	S. D. Parkhurst....	Fort Dodge, Iowa.
General Passenger Agent.....	S. D. Parkhurst....	Fort Dodge, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Jas. J. Hill.....	St. Paul, Minn.	W. C. Toomey.....	St. Paul, Minn.
D. O. Shepard.....	St. Paul, Minn.	Hamilton Browne....	Boone, Iowa.
Louis W. Hill.....	St. Paul, Minn.		

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { a Main line.
b Branches and spurs.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a Minneapolis & St. Louis Railroad Co..	Min'apolis, Minn	Angus, Iowa.....	1.46	269.90
b Minneapolis & St. Louis Railroad Co..	Kato Jct., Iowa..	Kato, Iowa.....	216.43	
	Hopkins, Minn...	Watertown, S. D.	1.45	
	Manitou Jct.....	Tonka Bay, Minn	20.22	
	Winthrop, Minn.	New Ulm, Minn.		
5. Northern Pacific Railroad company....	St. Paul, Minn...	Min'apolis, Minn.		238.55
Total.....				10.11
				508.56

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Edwin Hawley.....	New York City.
Secretary and Assistant Treasurer.....	Joseph Gaskell.....	Minneapolis, Minn.
Treasurer.....	Frank H. Davis.....	New York City.
General Counsel.....	William Strauss.....	New York City.
General Attorney.....	Albert E. Clarke.....	Minneapolis, Minn.
Auditor.....	Frank Nay.....	Minneapolis, Minn.
General Manager.....	L. F. Day.....	Minneapolis, Minn.
Chief Engineer.....	H. G. Kelley.....	Minneapolis, Minn.
General Superintendent.....	T. E. Clarke.....	Minneapolis, Minn.
General Freight Agent.....	W. M. Hopkins.....	Minneapolis, Minn.
Assistant General Freight Agent.....	R. G. Brown.....	Minneapolis, Minn.
General Passenger Agent.....	A. B. Cutts.....	Minneapolis, Minn.
General Ticket Agent.....	A. B. Cutts.....	Minneapolis, Minn.
General Baggage Agent.....	A. B. Cutts.....	Minneapolis, Minn.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Edwin Hawley.....	New York, N. Y.	F. E. Palmer.....	New York, N. Y.
John E. Searles.....	New York, N. Y.	L. O. Weir.....	New York, N. Y.
F. H. Davis.....	New York, N. Y.	George Crocker.....	San Francisco, Cal.
William Strauss.....	New York, N. Y.	L. F. Day.....	Minneapolis, Minn.
Edwin Langdon.....	New York, N. Y.		

1. Railroad line represented by capital stock $\left\{ \begin{array}{l} a \text{ Main line.} \\ b \text{ Branches and spurs.} \end{array} \right.$

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. a Muscatine North & South R. R. Co.....	Muscatine, Iowa	Elrick Jct., Iowa	25.67
b.....	Main line Jct....	Stewart Road, (8,630.2 feet).....	.69
Total.			26.36

TITLE.	NAME.	LOCATION OF OFFICE.
President.	W. R. Stewart, Jr.	Muscatine, Iowa.
Vice-President.	Henry Lewis	Philadelphia, Pa.
Secretary.	Henry Jayne	Muscatine, Iowa.
Auditor.	E. M. Darley	Muscatine, Iowa.
General Manager.	W. R. Stewart, Jr.	Muscatine, Iowa.
Superintendent of Telegraph.	E. M. Darley	Muscatine, Iowa.
General Freight Agent.	E. M. Darley	Muscatine, Iowa.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. B. Stewart, Jr.....	New York, N. Y.	L. M. Martin	Des Moines, Iowa.
H. T. Balch.....	Minneapolis, Minn.	P. M. Musser	Muscataine, Iowa.
M. J. Peppard.....	Minneapolis, Minn.	Henry Jayne.....	Muscataine, Iowa.
Henry Layla.....	Philadelphia, Pa.		

OMAHA & ST. LOUIS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: a Main line.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. a The Omaha & St. Louis Railroad Co..	Patt'nsburg, Mo.	Council Bl'fs, Ia	143.39	143.39
5. Chicago, Milwaukee & St. Paul R'y Co..	In Council Bl'fs, terminal track	.....	.34	.34
Total.....				143.73

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Theo. Gilman.....	New York.
President.....	A. E. Stillwell.....	Kansas City, Mo.
First Vice-President.....	J. McD. Trimble.....	Kansas City, Mo.
Secretary.....	A. O. Robinson.....	Kansas City, Mo.
Treasurer.....	C. A. Broley.....	Kansas City, Mo.
Assistant Treasurer.....	W. D. Tucker.....	Kansas City, Mo.
General Solicitor.....	J. McD. Trimble.....	Kansas City, Mo.
Attorney.....	J. G. Trimble.....	Kansas City, Mo.
Auditor.....	H. H. Kendrick.....	Quincy, Ill.
General Manager.....	W. G. Brimson.....	Quincy, Ill.
Chief Engineer.....	E. M. Colliers.....	Quincy, Ill.
General Superintendent.....	J. F. Sheridan.....	Stanbury, Mo.
Division Superintendent.....	.....	Pattonsburg, Mo.
Superintendent of Telegraph.....	O. U. Atkinson.....	Kansas City, Mo.
General Freight Agent.....	Charles E. Gibbs.....	Omaha, Neb.
Assistant General Freight Agent.....	G. M. Entriken.....	Omaha, Neb.
General Passenger Agent.....	Charles E. Gibbs.....	Omaha, Neb.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
E. T. Stotesburg.....	Philadelphia.	J. McD. Trimble.....	Kansas City, Mo.
George O. Thomas.....	Philadelphia.	W. Emlen Roosevelt.....	New York.
Theodore Gilman.....	New York	Francis Smith.....	New York.
A. E. Stillwell.....	Kansas City, Mo.		

SIOUX CITY & NORTHERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
1. Sioux City & Northern Railroad Co.....	Sioux City, Ia....	Garretson, S. D..	.96	.96
2. Sioux City Terminal Railroad & Warehouse company.....	Division street, Sioux City, Ia.	Douglas street, Sioux City, Ia.	1.28	1.28
Total.....			97.28	97.28

SIOUX CITY & NORTHERN RAILROAD COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Samuel J. Beals.....	Sioux City, Iowa.
First Vice-President.....	Craig L. Wright.....	Sioux City, Iowa.
Secretary.....	H. S. Baker.....	Sioux City, Iowa.
Treasurer.....	H. S. Baker.....	Sioux City, Iowa.
Att'y. or General Counsel for railroad company	Craig L. Wright.....	Sioux City, Iowa.
Attorneys.....	Wright, Call & Hubbard	Sioux City, Iowa.
Superintendent of Telegraph.....	F. W. Ackley.....	Sioux City, Iowa.
General Freight Agent.....	W. B. McNider.....	Sioux City, Iowa.
General Passenger Agent.....	W. B. McNider.....	Sioux City, Iowa.
Receiver.....	Warwick Hough.....	St. Louis, Mo.
Receiver.....	S. J. Beals.....	Sioux City, Iowa.
Treasurer for Receivers.....	Geo. W. Oakley.....	Sioux City, Iowa.
Land Commissioners.....	F. A. Seaman.....	Sioux City, Iowa.
Auditor for Receivers.....	John K. Lee.....	Sioux City, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
A. T. Call.....	Sioux City, Iowa.	H. S. Baker.....	Sioux City, Iowa.
W. P. Manley.....	Sioux City, Iowa.	W. P. Olough.....	St. Paul, Minn.
G. W. Oakley.....	Sioux City, Iowa.	J. J. Stevens.....	St. Paul, Minn.
F. A. Seaman.....	Sioux City, Iowa.	C. L. Wright.....	Sioux City, Iowa.
S. J. Beals.....	Sioux City, Iowa.		

TABOR & NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: a Main line.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of'd named.
	FROM—	TO—		
1. a Tabor & Northern railway.....	Tabor, Iowa.....	Malvern, Iowa..	8.79	8.79
Total.....				8.79

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board.....	Robert McClelland	Tabor, Iowa.
President.....	Robert McClelland	Tabor, Iowa.
First Vice-President.....	Thomas McClelland	Tabor, Iowa.
Secretary.....	H. Claude Dye	Tabor, Iowa.
Treasurer.....	H. Claude Dye	Tabor, Iowa.
Auditor.....	F. M. Hamling	Tabor, Iowa.
Traffic Manager	Charles E. Wilson	Omaha, Neb.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Robert McClelland	Omaha, Neb.	J. M. Barbour	Tabor, Iowa.
Thomas McClelland. ...	Forest Grove, Ore.		

LINES OPERATED BY THE WABASH RAILROAD COMPANY.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class or for damaged.	MILES OPERATED IN EACH STATE.							Total.	
	FROM—	TO—			Michigan.	Ohio.	Indiana.	Illinois.	Missouri.	Iowa.	Domino of Canada.		New York.
LINES OWNED—													
The Wabash railroad.....	Toledo.....	East Hannibal.....	462.3		75.7	166.8	219.8						462.3
	Bluffs.....	Camp Point.....	39.4										39.4
	Clayton.....	Elvaston.....	24.5										24.5
	Decatur.....	East St. Louis.....	110.2										110.2
	Edwardsville.....	Edwardsville Crossing.....	8.5										8.5
	Auburn Junction.....	Edingham.....	205.4										205.4
	Shumway.....	Altamont.....	10.3										10.3
	Fairbury.....	Streator.....	31.5										31.5
	Delray.....	Butler.....	109.9		75.9	28.9	5.1						109.9
	Montpelier.....	Clarke Junction.....	149.7			10.3	129.4						149.7
	St. Louis (Tayon Ave).....	Harlem.....	274.8										274.8
	St. Louis (Oarr Street).....	Ferguson.....	10.8							10.8			10.8
	Moberly.....	Ottumwa.....	131.2							87.9	43.3		131.2
	Salisbury.....	Glasgow.....	15.5							15.5			15.5
Total.....			1,594.0	1,594.0	75.9	114.9	311.8	659.6	399.0	43.3			1,594.0
LINES LEASED—													
Louisiana & Pike County railroad.....	Pittsfield Junction.....	Pittsfield.....	6.1					6.1					6.1
Bel River railroad.....	Butler.....	Logansport.....	94.2					94.2					94.2
Penn & Detroit Railway company.....	Chili.....	Peru.....	9.5					9.5					9.5
Brunswick & Chillicothe railroad.....	Brunswick.....	Chillicothe.....	38.2					38.2					38.2
St. Louis, Council Bluffs & O. R. R.	Chillicothe.....	Patonsburg.....	41.4					41.4					41.4
Boone County & Booneville railroad.....	Centralia.....	Columbia.....	21.6					21.6					21.6
Total.....			211.0	211.0		103.7	6.1	101.2					211.0
LINES OPERATED UNDER JOINT TRUCKAGE ARRANGEMENTS—													
Grand Trunk railroad.....	Windsor.....	Black Rock.....	223.4								223.4		223.4
Grand Trunk railroad.....	Welland Junction.....	Suspension Bridge.....	17.5								17.5		17.5
Brie railroad.....	Suspension Bridge.....	Buffalo.....	25.6								25.6		25.6
Detroit Union Depot and Station Co. and Fort Street Union Depot Co.....	Detroit (union depot).....	Delray.....	4.6		4.6								4.6
Chicago & Western Indiana railroad.....	Chicago.....	Auburn Junction.....	8.0					8.0					8.0
Chicago & Western Indiana railroad.....	State Line (Ind. & Ill.).....	Auburn Junction.....	11.8					11.8					11.8
Chicago & Calumet Terminal E. R. R.	Clarke Junction.....	State Line (Ind. & Ill.).....	3.7					6.7					6.7
Chicago, Burlington & Quincy E. R. R.	Camp Point.....	Quincy.....	21.8					21.8					21.8
Toledo, Peoria & Western railroad.....	Elvaston.....	Hamilton.....	6.5					6.5					6.5
Toledo, Peoria & Western railroad.....	Forrest.....	Fairbury.....	5.5					5.5					5.5

LINES OPERATED BY THE WABASH RAILROAD COMPANY—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class or as named.	MILES OPERATED IN EACH STATE.							Total.	
	FROM—	TO—			Michigan.	Ohio.	Indiana.	Illinois.	Missouri.	Iowa.	Dom. or Can.		New York.
Terminal R. R. Ass'n of St. Louis...	St. Louis (U. station)	Twenty-third Street.	7	7	.....	.....	.....	.....	7	.....	.....	.....	7
Hannibal & St. Joseph railroad.	Harlem	Kansas City.....	1.5	1.5	.....	.....	.....	.....	1.5	.....	.....	.....	1.5
Chicago, Rock Island & Pacific R. R.	Ottumwa	Harvey.....	38.0	38.0	.....	.....	.....	.....	38.0	.....	.....	.....	38.0
Missouri, Kansas & Texas railroad.	Hannibal	Moberly.....	70.0	70.0	.....	.....	.....	.....	70.0	.....	.....	.....	70.0
Missouri Pacific railway.....	St. Louis (Olive St.)	Carr Street.....	.6	.6	.....	.....	.....	.....	.6	.....	.....	.....	.6
Total.....	.....	.....	.....	446.2	4.6	5.7	53.6	73.8	38.0	245.9	25.6	.....	446.2
LINES BELONGING TO PURCHASING COMMITTEE.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Attica, Covington & Southern R. R.	Attica	Covington.....	14.8	14.8	.....	.....	14.8	.....	.....	.....	.....	.....	14.8
Champaign Branch.....	Champaign	Sidney.....	11.7	11.7	.....	.....	11.7	.....	.....	.....	.....	.....	11.7
*Des Moines & St. Louis railroad...	Harvey.....	Des Moines.....	43.4	43.4	.....	.....	.....	.....	43.4	.....	.....	.....	43.4
Total.....	.....	.....	.....	69.9	.....	.....	14.8	11.7	.....	43.4	.....	.....	69.9
Total mileage operated.....	.....	.....	.....	2,331.1	80.6	114.9	435.5	781.0	568.0	124.7	245.9	25.6	2,331.1

* The line from Albia to Harvey, 23.4 miles, is now being operated, and the mileage is not included above. This is a part of the Des Moines & St. Louis railroad and belongs to the purchasing committee.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	O. D. Ashley	New York City.
President.....	O. D. Ashley	New York City.
Vice-President.....	Edgar T. Welles.....	New York City.
Vice-President.....	J. Ramsey, Jr.	St. Louis, Mo.
Secretary.....	J. O. Ottelson.....	New York City.
Treasurer.....	F. L. O'Leary	St. Louis, Mo.
Attorney, or General Solicitor.....	Wells H. Blodgett.....	St. Louis, Mo.
Attorney, or General Counsel	Wells H. Blodgett.....	St. Louis, Mo.
Auditor.....	D. B. Howard.....	St. Louis, Mo.
Assistant Auditor.....	E. H. Pryor.....	St. Louis, Mo.
General Manager	J. Ramsey, Jr.	St. Louis, Mo.
Chief Engineer.....	W. S. Lincoln	St. Louis, Mo.
General Superintendent.....	H. L. Magee.....	St. Louis, Mo.
Division Superintendent.....	E. A. Gould.....	Penn. Ind.
Division Superintendent.....	W. A. Garrett.....	Decatur, Ill.
Division Superintendent.....	J. S. Goodrich.....	Moberly, Mo.
Superintendent of Telegraph.....	G. C. Kinsman.....	Decatur, Ill.
Freight Traffic Manager	M. Knight.....	St. Louis, Mo.
General Freight Agent	S. B. Knight.....	St. Louis, Mo.
Assistant General Freight Agent.....	P. W. Coyle	St. Louis, Mo.
General Passenger Agent.....	C. S. Crane.....	St. Louis, Mo.
Assistant General Passenger Agent.....	H. V. P. Taylor.....	St. Louis, Mo.
General Ticket Agent.....	C. S. Crane.....	St. Louis, Mo.
Assistant General Ticket Agent.....	H. V. P. Taylor.....	St. Louis, Mo.
General Baggage Agent.....	S. H. Overholt.....	St. Louis, Mo.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
O. D. Ashley.....	New York City.	Edwin Gould	New York City.
Geo. J. Gould.....	New York City.	Thos. H. Hubbard	New York City.
Edgar T. Welles	New York City.	John T. Terry.....	New York City.
Henry K. McHarg.....	New York City.	Russell Sage.....	New York City.
C. J. Lawrence.....	New York City.	O. C. Macrae.....	London, England.
P. B. Wyckoff.....	New York City.	Francis Pavy.....	London, England.
L. C. Reynolds.....	Toledo, Ohio.		

WINONA & WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Winona & Western Railway company	Winona, Minn....	Osage, Iowa.	115.2

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	H. W. Lambertson.. ...	Winona, Minn.
Vice-President.....	V. Simpson.....	Winona, Minn.
Secretary.....	Thos. Simpson.....	Winona, Minn.
Treasurer.....	M. G. Norton.....	Winona, Minn.
Assistant Treasurer.....	S. S. Strouse.....	Winona, Minn.
Attorney, or General Counsel.....	Thos. Simpson.....	Winona, Minn.
General Superintendent.....	J. J. Mahoney.....	Winona, Minn.
General Freight Agent	J. J. Mahoney.....	Winona, Minn.
General Passenger Agent.....	J. J. Mahoney.....	Winona, Minn.

WINONA & WESTERN RAILWAY COMPANY—CONTINUED.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Verrazano Simpson..	Winona, Minn.	S. W. Hamilton.....	Winona, Minn.
Henry W. Lamberton...	Winona, Minn.	W. J. Landon.....	Winona, Minn.
Matthew G. Norton.....	Winona, Minn.	Earl S. Youmans.....	Winona, Minn.
Wm. H. Laird.....	Winona, Minn.	Charles Horton.....	Winona, Minn.
J. R. Mitchell.....	Winona, Minn.		

BURLINGTON & NORTHWESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Burlington & Northwestern Railway company....	Mediapolis.	Washington.....	29.73
The company has leased the right to run over 13.77 miles of the B. O. R. & N. Ry., the distance between Burlington and Mediapolis.....	.....	.....	13.77
Total..	.....	.....	52.50

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	T. W. Barhydt.....	Burlington, Iowa.
Vice-President.....	J. T. Remey.....	Burlington, Iowa.
Secretary.....	R. M. Green.....	Burlington, Iowa.
Treasurer.....	R. M. Green.....	Burlington, Iowa.
Attorney, or General Counsel.....	H. A. Kelly.....	Burlington, Iowa.
Auditor, Chief Clerk Acct. Dept.....	K. M. Boden.....	Burlington, Iowa.
Manager.....	R. Law.....	Burlington, Iowa.
Superintendent of Telegraph.....	W. A. Barton.....	Burlington, Iowa.
Traffic Clerk.....	M. Law.....	Burlington, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.	C. P. Squires.....	Burlington, Iowa.
J. T. Remey.....	Burlington, Iowa.	H. B. Scott.....	Burlington, Iowa.
W. W. Baldwin.....	Burlington, Iowa.	H. S. Rand.....	Burlington, Iowa.
W. T. McFarland.....	Burlington, Iowa.	Wm. Carson.....	Burlington, Iowa.
J. W. Blythe.....	Burlington, Iowa.		

BURLINGTON & WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of r'ds named.
	FROM—	TO—		
Burlington & Western Railway company..	Winfield.....	Oskaloosa.....	.....	70.70
This company has, by payment of its proportion of joint expense of train service and track repairs, the right to run over the B. & N. W. railway from Winfield to Mediapolis.....	.....	.....	19.73	
And thence to Burlington over the B. O. B. & N. R'y Co.'s line under contract of the B. & N. W. R'y Co. with that company....	.....	.....	13.77	83.50
Total.....	.....	.....	.....	104.20

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	T. W. Barhydt.....	Burlington, Iowa.
First Vice-President.....	O. P. Squires.....	Burlington, Iowa.
Secretary.....	R. M. Green.....	Burlington, Iowa.
Treasurer.....	E. M. Green.....	Burlington, Iowa.
Attorney, or General Counsel.....	W. L. Cooper.....	Burlington, Iowa.
Auditor, Chief Clerk Accountant Department..	K. M. Boden.....	Burlington, Iowa.
Manager.....	E. Law.....	Burlington, Iowa.
Superintendent of Telegraph.....	W. A. Barton.....	Burlington, Iowa.
Traffic Clerk.....	M. Law.....	Burlington, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.	J. W. Blythe.....	Burlington, Iowa.
O. P. Squires.....	Burlington, Iowa.	H. B. Scott.....	Burlington, Iowa.
W. W. Baldwin.....	Burlington, Iowa.		

SYLLABI OF DECISIONS OF INTERSTATE
COMMERCE COMMISSION.

SYLLABI OF DECISIONS

OF INTERSTATE COMMERCE COMMISSION.

EDWARD KEMBLE

v.

} *Export rates.*

BOSTON & ALBANY RAILROAD COMPANY AND OTHERS.
Decided March 7, 1899.

First.—It is not, as matter of law, a violation of the act to regulate commerce to make a lower rate to the port of export upon traffic which is exported than upon that which is locally consumed, for the export rate is in essence the division of a through rate.

Second.—The decision of the commission in New York Board of Trade & Transportation v. Pennsylvania R. Co. et al. having been overruled by the United States supreme court in Texas & Pacific Railway Co. v. Interstate Commerce Commission, 163 U. S. 197, 40 L. ed. 940, 5 Inters. Com. Rep. 405, it follows that carriers are not, as a matter of law, prohibited from making rates from points in the United States to points in foreign countries, or from points in foreign countries to points in the United States, of which the inland division or share accruing to carriers within the United States is less than the tariff rate of such carriers on domestic shipments of similar commodities.

Third.—Through tariffs showing total charges on export traffic from interior points in the United States to destinations in foreign countries cannot, owing to the fluctuation in ocean rates, usually be determined and published in accordance with section six of the act to regulate commerce; and if the inland carrier publishes and maintains its division of the through export rate it apparently does all that it can do, and all that it is required to do under that section; but if the inland carrier, instead of receiving a fixed inland division, makes through rates in fact of which its division fluctuates, a question arises as to the publication of such rates, which is not passed upon in this proceeding. New York, New Haven & Hartford R. Co. v. Platt, 7 Inters. Com. Rep. 333, cited and distinguished.

Fourth.—Import and export traffic is not removed from the jurisdiction of the commission by the decision of the United States supreme court in Texas & Pacific Railway Co. v. Interstate Commerce Commission, 163 U. S. 197, 40 L. ed. 940, 5 Inters. Com. Rep. 405, but, on the contrary, the effect of that decision is to extend such jurisdiction; and the commission has full authority to pass upon the grievance of any individual or locality which is alleged to arise from rates upon export or import goods as compared with rates on domestic merchandise.

Fifth.—Defendants make two rates on grain and sixth class merchandise from Chicago to Boston. If the commodity is for local consumption the rate is 2 cents above the rate to New York; but if the commodity is to be exported the Boston rate is the same as the New York rate. The export traffic is delivered to the ocean carrier at East Boston, which is a few miles more distant than Boston from Chicago, and the export rate, which is essentially the inland carrier's division of a through export rate, applies in fact only to East Boston. The domestic rate to Boston is substantially as fixed by the commission in Kemble v. Lake Shore & Michigan Southern R. Co. 3 Inters. Com. Rep. 830, 5 I. C. O. Rep. 166. Whether, as a matter of fact, the domestic rate to Boston is unreasonably high, or whether the export rate through Boston unduly discriminates against Boston, are questions which were involved in cases heretofore decided by the commission; and their reconsideration in this case is not warranted by any facts developed at the hearing. Held, That the fourth section is not violated by the lower export rate to East Boston than the domestic rate for the shorter distance to Boston, and that the petition should be dismissed.

THE BOARD OF TRADE OF THE CITY OF DAWSON, GA.,

V.

THE CENTRAL OF GEORGIA RAILWAY COMPANY AND
THE GEORGIA & ALABAMA RAILWAY COMPANY.*Relative rates.*

Decided March 27, 1899.

Upon complaint that defendants violate the act to regulate commerce by charging higher freight rates to Dawson, Ga., than to Eufaula, Ala., and Americus and Albany, Ga., towns in the section of country surrounding Dawson, and after giving full and due consideration to the conditions and circumstances, including situation of the localities, possible transportation via the Chattahoochee river, railway competition and the competition of markets, and the basing-point system of rate making as practiced in the south; held, (1) That it is undue preference for the Central of Georgia Railway company to charge any higher rates on freight from New York or other eastern cities to Dawson than those which are maintained from the same points of shipment to Eufaula. (2) That it is undue preference for the Central of Georgia Railway company or the Georgia & Alabama Railway company to charge any higher rates on freight from Nashville, Cincinnati and Chattanooga to Dawson than those in effect from the same points to Albany. (3) That it is undue preference for the Central of Georgia or Georgia & Alabama to charge any higher rates on freight from New Orleans to Dawson than those which are in force from New Orleans to Americus or Albany. (4) That so long as the southern basing-point system of rate making is adhered to, it is undue preference for the Central of Georgia or the Georgia & Alabama to charge any higher freight rates to Dawson than those which may be in effect to Americus from any of the points of shipment above mentioned.

IN THE MATTER OF ALLEGED UNLAWFUL RATES AND
PRACTICES IN THE TRANSPORTATION OF COTTON BY
THE KANSAS CITY, MEMPHIS & BIRMINGHAM RAIL-
ROAD COMPANY AND OTHERS.

Floating cotton.

Decided March 27, 1899.

First.—Defendants' rates on cotton from Memphis to Atlantic and gulf ports and various eastern cities are lower than those from intermediate cotton-shipping stations; but whether such rates violate the fourth section of the act to regulate commerce is not determinable upon the record as made in this case.

Second.—In the practice of "floating cotton," the essential transportation feature is carrying the cotton to a compress, receiving it again in the compressed state and transporting it to destination at the through rate in force from the point of origin. The practice benefits both the railroad company and the producer, and tends to place noncompetitive points upon an equality with more distant competitive localities from which lower rates are in force. It does not unjustly discriminate against dealers in the city of Memphis, who decline to take advantage of the privilege. The cotton is graded as well as compressed at the point of stoppage. The destination of the cotton is usually changed at the compress point; the identity of a cotton shipment is not preserved at the point of grading and compression, and the ownership of the cotton may change at the compress station. The question is whether the shipment is to be considered through and entitled to a through rate, or as local and calling for application of charges in effect to and from the compress point. Held, (1) That the carrier may, as part of a contract for through shipment, allow the cotton to be stopped off for the purpose of grading and compression; but the privilege enters into and becomes part of the service covered by the rate, and should be specified in the published tariffs. (2) That the determinative feature of a through shipment is the contract, and if the cotton starts and proceeds upon a contract for through shipment, as is shown to be the fact in this case, it may be considered as a through shipment and be given the benefit of a through rate. In the Matter of Alleged Unlawful Rates and Practices in the Transportation of Grain and Grain Products by the Atchison, Topeka & Santa Fe Railway Company and Others, 7 I. C. C. Rep., 240,—cited and distinguished.

DALLAS FREIGHT BUREAU

v.

TEXAS & PACIFIC RAILWAY COMPANY AND OTHERS.

Reasonable rate on cotton. Long and short haul.

Decided June 23, 1898.

First.—Upon complaint that a rate of 75 cents per hundred pounds on cotton from Dallas, Texas, to New Orleans, La., is unreasonable and should not exceed 55 cents per hundred pounds, it appeared that such rate also applied as a common-point rate from substantially all the cultivated portion of Texas, and that reduction of the rate from Dallas would involve corresponding reductions from nearly the whole state; that the rate to New Orleans is determined by adding a differential of 10 cents to the rate to Galveston, and that such differential is reasonable; that the Texas railroad commission fixes the Galveston rate, and has reduced such rate from 65 to 60 cents during the pendency of this proceeding, such action resulting, under maintenance of the differential, in like reduction of the rate to New Orleans; that about 65 per cent of Texas cotton passes through Galveston and about 25 per cent through New Orleans, and reducing only the New Orleans rate would result in diverting more of the traffic from the port of Galveston. Held, That while the rate from Dallas to New Orleans does not appear to be altogether reasonable, the commission is not satisfied, in view of the control exercised and the action taken by the Texas commission, that it ought to interfere with the present adjustment.

Second.—Circumstances and conditions governing the transportation of freight articles by defendants from New Orleans, La., to Kansas City, Mo., and to Dallas, Texas, an intermediate point on the same line, are rendered substantially dissimilar by the competition of carriers by water and rail from New Orleans to Kansas City, which controls and affects the rates, and defendants' present higher charges for the shorter distance to Dallas (which are conceded to be reasonable in themselves) are not in violation of section 4 of the act to regulate commerce.

CATTLE RAISERS' ASSOCIATION OF TEXAS

v.

FORT WORTH & DENVER CITY RAILWAY COMPANY AND OTHERS.

Terminal charge on live stock.

Decided August 4, 1898.

Defendants filed petition for rehearing, alleging error in the conclusions set forth in the report and opinion of the commission, wherein it was held that a terminal charge of \$3 per car imposed by defendant carriers at Chicago for delivery of live stock at the Union stock yards in that city is unreasonable and unjust, and that exaction of more than \$1 per car for such service is unlawful under section 1 of the act to regulate commerce. Held, Upon hearing of the parties and reconsideration of the record, that there was no error in the original determination; and, further, that the charge complained of and any charge for the terminal service at Chicago in excess of \$1 per car constitutes undue prejudice to Chicago under section 2 of the statute.

IN THE MATTER OF RELATIVE RATES UPON EXPORT AND DOMESTIC TRAFFIC IN GRAIN AND GRAIN PRODUCTS AND OF THE PUBLICATION OF TARIFFS RELATING TO SUCH TRAFFIC.

Export and domestic rates.

Decided August 7, 1899.

First.—The act to regulate commerce applies to the transportation of export and import traffic, and the jurisdiction of the commission over such traffic is not denied, but is distinctly affirmed and rather enlarged by the decision of the United States supreme court in *Texas & Pacific Railroad Company v. Interstate Commerce Commission*, 162 U. S., 197, 40 L. ed. 940, 5 Inters. Com. Rep. 405.

Second.—The act to regulate commerce does not, as matter of law, prohibit a carrier by railroad from making a through rate from a point within the United States to a foreign destination of which its division shall be less than the amount charged by it for the corresponding transportation of domestic merchandise to the port of export. Nor is it, as matter

of law, in violation of the act for such carrier to make a lower rate to the port of export upon traffic which is exported than upon that which is locally consumed, for the export rate is in essence the division of a through rate. *Texas & Pacific Railroad Company v. Interstate Commerce Commission*, 163 U. S. 197, 40 L. ed. 940, 5 Inters. Com. Rep. 466, cited and applied. *Kemble v. Boston & Albany Railroad Company*, 8 I. O. C. Rep. 110, cited and approved.

Third.—It is a question of fact whether rates upon export or import traffic, as well as those upon domestic traffic, are in contravention of the provisions of the act to regulate commerce.

Fourth.—The act to regulate commerce was intended to and does apply, not only in cases of direct injury to particular individuals or industries, but also in cases involving indirect injury to the community as a whole, and in the absence of some justifying reason, it would not be right for American railroads to permanently transact business for foreigners at a less rate than that for which they render a corresponding service to American citizens.

Fifth.—Market conditions, sometimes in wheat, but seldom in case of corn, may justify an export rate through the port of New York somewhat lower than the domestic rate, and Philadelphia, Baltimore, Norfolk and Newport News usually take rates which are certain differentials below the New York rate on both domestic and export traffic. During the period of closed lake navigation the export and domestic grain rates to New York and the other ports mentioned should ordinarily be the same. Rates to other ports, including Boston and ports on the Atlantic north of Boston, and Galveston, New Orleans and other gulf ports may perhaps be properly made lower on export than on domestic traffic to enable them to compete for the export business. Such an adjustment of rates would be to the advantage of the carrier, and just alike to the American consumer and the American producer. But as the problem is primarily one for the carriers rather than this commission, and some rate changes have been made by them during the progress of this proceeding, and the testimony indicates that the present disparities between domestic and export rates will not become permanent, no order is made in relation to this branch of the case.

Sixth.—In the application of export grain rates the carriers should in no case make the rate from any point to the seaboard less than that from any intermediate point on the same line.

Seventh.—Carriers engaged in the transportation of export flour from Minneapolis at a rate which is $1\frac{1}{2}$ cents less than the domestic rate to the port of exports refuse to make any corresponding concessions to intermediate millers. Held, That this is unjust and unlawful discrimination against such intermediate traffic, and that whatever line participates in such lower export rate on flour from Minneapolis must make a corresponding rate upon similar traffic from intermediate points.

Eighth.—There may be instances where a carrier should be permitted to meet railroad competition without reference to its intermediate territory, but when the very existence of an important industry depends upon the carrier being required to treat intermediate territory as it does the more distant territory, the rule of no greater charge for the shorter distance clearly applies.

Ninth.—Carriers largely engaged in transporting export flour have for many years made the same rate on wheat and flour, and such long continued practice is evidence against any difference in rate on those commodities; but the presumption is not irrebuttable, for if it were the carriers could never change their tariffs or classifications.

Tenth.—The profit to American millers in manufacturing flour for export is from 1 to 3 cents per 100 pounds, but the freight rates on wheat and flour for export show a difference in favor of the English miller of from 4 to 11 cents per 100 pounds, and, other things being equal, such discrimination is clearly prohibitive upon the American manufacturer. The published railroad rates on both wheat and flour for export have been the same up to a recent period, and the carriers have exacted such rates except where lower rates on wheat were induced by competition. Water competition on the Great Lakes limits rail rates to the various ports on both wheat and flour during the navigation season, and to a degree before the opening and after the close of navigation, and the published and actual water rates on wheat have been from 2 to 4 cents lower than those on flour. To a limited extent the cost of service may be greater in the transportation of export flour than in that of export wheat. The export rate on flour includes delivery on board ship, while the rate on wheat ordinarily does not, and at New York an additional charge of about $1\frac{1}{2}$ cents per bushel for loading wheat is made. Exportation of flour has steadily increased, but for the last six years the increase has not been marked, and a decrease is shown by comparing exports in 1894 and 1898.

Held (1) That public policy and good railroad policy alike seem to require the same rate on export wheat and export flour, but that the duties of the commission are confined to administering the act to regulate commerce, and in view of all the conditions shown in the investigation a somewhat higher rate on export flour than on export wheat is not in violation of that

statute. (2) That the published difference in rates is too wide, and that the rate on flour for export should not exceed that upon export wheat by more than 2 cents per 100 pounds. (3) That the relation of rates on domestic shipments of flour and wheat is not involved in this decision, as the export and domestic freights are handled under different conditions.

Eleventh.—Rates on export traffic must be published and filed in accordance with the provisions of section six of the act to regulate commerce.

Twelfth.—So-called through export rates made by adding the ocean rate, whatever it may be, to the inland rail rate, whatever it may be, are not analogous to joint rates made by joint arrangement between railway carriers subject to the statute in the sense that the total rate must be published and filed, and it is enough if the railway carrier publishes and maintains its own rate to the seaboard. But if there is in fact such a joint arrangement that the rate is a joint rate under the sixth section of the act to regulate commerce, then the entire through rate should be published, and not the inland division, which in that case might vary while the entire rate remains the same.

IN THE MATTER OF EXPORT RATES FROM POINTS EAST } *Export rates on corn.*
AND WEST OF THE MISSISSIPPI RIVER.

Decided April 12, 1899.

First.—It is neither sound in principle nor equitable in practice for railway lines to create artificial differences in market conditions by an arbitrary differential in rates whereby the product of one section of the country is assigned to one market and the product of another section of the country to another market.

Second.—In 1898 defendants' rates to New York on export corn were 19 cents per hundred pounds from Peoria and 17½ cents from Chicago; and from the Mississippi river the 17½-cent Chicago rate applied as a proportional rate on export corn coming from west of that river. In January and February, 1899, the proportionable rate from the river was made 18½ cents, a reduction of 4 cents, the Chicago rate was made 16 cents, and the Peoria rate 17½ cents, a reduction of 1½ cents. This rate from the river has always been higher, or at least no lower, than the rate from Chicago. Higher rates are in effect on export corn originating at the river crossings, and local and proportional rates considerably above the proportional export rate are also in force from river points on domestic shipments. Under former rates Illinois corn went forward freely for export through Atlantic ports, but under present rates it is stored in elevators or cribbed upon the farms, while Iowa corn moves in large quantities across Illinois farms and through Illinois markets on its way to the seaboard and foreign points. Large quantities of corn are held in store at Chicago and Peoria. Through rates to the Atlantic seaboard apply from a large number of points in Illinois, but from numerous other localities in that state the corn must be shipped under local rates to and from points like Chicago and Peoria. Some of these through rates and many of the combination rates are higher than through or combination rates on export corn from points in Iowa. Facts relating to competition of routes leading to gulf ports and to application of "transit rates" on export corn are stated.

Held (1) That through or total combination tariff rates on export corn from points in Illinois, which are higher than the through or combination rate on corn from any point in Iowa, are unlawful under section 8 of the act to regulate commerce. (2) That the evidence is not sufficient to enable the commission to determine what, if any, other correction should be made in the present rate relations, and that the boards of trade of Chicago and Peoria, complainants herein, have leave to apply for further hearing in regard to the effect of the changes made by defendants in the general rate adjustment.

Third.—The propriety of present rates in force on Iowa export corn is not considered; and no opinion is expressed concerning the legality of the "transit system" as allowed at Mississippi river crossings, Peoria and Chicago, nor as to whether the statute sanctions a system of local and proportional rates on domestic and export shipments from the Mississippi river; which results in four different rates on corn from the east bank of that river to the Atlantic seaboard.

Fourth.—When rates established to apply between points within a single state are applied as part of combination rates on transportation between different states, such state rates, as well as the interstate rates with which they are combined, must be published at stations and filed with the commission as provided in section 6 of the act to regulate commerce.

LISTMAN MILL COMPANY

v.

Milling rates.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Decided August 18, 1898.

First.—Defendant's charges on grain originating at points on its Southern Minnesota division, milled in transit at La Crosse, Wis., and forwarded as product to Milwaukee or Chicago are not more than $\frac{3}{4}$ cents per 100 pounds in excess of its wheat rates from the same points of origin to Milwaukee or Chicago, and such milling rates at La Crosse, as related to defendant's wheat rates, or as affecting the competitive relations of complainant with millers at Milwaukee, are not unjust or otherwise unlawful.

Second.—La Crosse is on a direct route from points on defendant's Southern Minnesota division to Milwaukee or Chicago, and Minneapolis is not, but the short line distances from points on that division are considerably less to Minneapolis than to La Crosse. Defendant's charges on wheat from Southern Minnesota division points to La Crosse and Minneapolis are the same, and its rates on flour from those cities to Milwaukee or Chicago are also the same, but La Crosse has milling or transit rates which are less than the sum of such locals, while at Minneapolis shipments to and from the mills are made under established in and out charges. Transit rates at La Crosse on wheat from points on said division to Milwaukee or Chicago bear the same relation to wheat rates from such points that the rates on wheat in and on flour out of Minneapolis bear to grain rates from points on defendant's more northerly Hastings & Dakota division. Alterations in any of defendant's flour rates from Minneapolis are followed by corresponding changes in transit rates at La Crosse. The legality of milling in transit rates is not involved, and what, if any, prejudice results to complainant under transit milling at La Crosse and regular in and out rates at Minneapolis is not shown. Held, That no undue prejudice results to La Crosse or the complaining miller in that city from milling rates enforced by defendant at La Crosse, or the relations of such rates to those established by defendant for Minneapolis.

PHILLIPS, RAILY & CO; STRATTON, SEAY & STRATTON;
CHENE, WEBB & CO.; ORR, HUME & CO.; R. F. WEA-
LEY & CO.; ORR, JACKSON & CO.; J. COONEY & CO.;
JACKSON, MATHEWS & HARRIS; KIRKPATRICK & CO.

v.

THE LOUISVILLE & NASHVILLE RAILROAD COMPANY;
THE NEW ORLEANS & NORTHEASTERN RAILROAD
COMPANY; THE ALABAMA GREAT SOUTHERN RAIL-
ROAD COMPANY; THE CINCINNATI, NEW ORLEANS &
TEXAS PACIFIC RAILWAY COMPANY, and S. M. FEL-
TON, the receiver thereof; THE NASHVILLE, CHATTA-
NOOGA & ST. LOUIS RAILWAY COMPANY; THE
ILLINOIS CENTRAL RAILROAD COMPANY; THE CHESA-
PEAKE, OHIO & SOUTHWESTERN RAILROAD COMPANY,
and JOHN ECHOLS and ST. JOHN BOYLE, the receivers
thereof; THE SOUTHERN RAILWAY COMPANY.

Longer and shorter hauls, undue preference.

First.—Where carriers exact higher rates for a shorter than a longer haul over the same line in the same direction, the shorter haul being included within the longer, they are amenable, not only under section four, but also under sections one and three, of the act to regulate commerce.

Second.—Where two merchants of two localities compete for business in the same territory, discrimination in rates in favor of the one and against the other locality necessarily gives the former an advantage and works a prejudice to the latter in that competition.

Third.—The exaction of as high rates for a shorter haul as for a longer haul over the same line in the same direction, the shorter haul being included within the longer, is itself a discrimination, and, if not justified by a substantial dissimilarity of circumstances and conditions, is an unjust discrimination.

Fourth.—In respect to competition as justifying discrimination, the supreme court of the United States has only gone to the extent of holding that it "may in some cases" be such as, "having due regard to the interests of the public and of the carrier, ought justly to have effect upon rates," and that "the mere fact of competition, no matter what its character or extent," does not "necessarily relieve carriers from the restraints of the third and fourth

sections" of the act to regulate commerce. *Interstate Commerce Commission v. Alabama Midland Railroad Company*, 168 U. S. 164, 167, 42 L. ed. 422, 423.

Fifth.—The supreme court of the United States, while denying power in the interstate commerce commission to enforce the provision of section 1 of the act to regulate commerce—namely, that all rate charges "shall be reasonable and just"—by orders prescribing reasonable maximum rates, expressly recognizes the authority and duty of the commission to enforce sections 2, 3 and 4 of the act. *Interstate Commerce Commission v. Cincinnati, N. O. & T. P. R. Co.*, 167 U. S., 506, 42 L. ed., 556.

Sixth.—The burden is upon the carrier, in all cases where a departure from the rule of the law is proved, to show clearly that this departure is justified. It is not sufficient to raise a mere doubt. "Where the matter is not clear, the object and policy of the law should prevail." *Missouri P. R. Co. v. Texas & P. R. Co.*, 31 Fed. Rep., 862, 4 Inters. Com. Rep., 434.

Seventh.—"Whether the circumstances and conditions of carriage have been substantially similar or otherwise are questions of fact depending on the matters proved in each case." *Interstate Commerce Commission v. Alabama Midland R. Co.*, 168 U. S., 170, 42 L. ed., 424; *Missouri P. R. Co. v. Texas & P. R. Co.*, 31 Fed. Rep., 862, 4 Inters. Com. Rep., 434.

Eighth.—While it may be in this case that as high rates on sugar and molasses for the shorter haul from New Orleans to Nashville than for the longer hauls to Louisville are justified, the evidence does not show such a substantial dissimilarity of circumstances and conditions as will authorize higher rates on such transportation to Nashville than are charged to Louisville.

BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF KANSAS

V.

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
ET AL.

Relative rates on grain and grain products—greater charge for shorter than for longer haul.

Decided November 1, 1899.

First.—Distance is undoubtedly a factor, and perhaps ought to be a much more important factor, in the determination of rates, but, in the present case, where the distances from the grain fields of Kansas to Kansas City, St. Louis and Galveston vary from 100 to 1,000 miles; any attempt to adjust the rates on grain to those cities upon the sole basis of the rate per ton per mile would be impracticable.

Second.—A decision by the commission in one case is not necessarily controlling in all similar cases. Such decision hardly has the effect of an estoppel, and there is not the same reason for applying the maxim *stare decisis* which exists in courts of law. But when the relation in freight rates determines where and how business should be done, the decisions of this commission fixing or approving a given relation should only be reversed for imperative reasons.

Third.—The changes which have taken place in conditions governing the transportation of wheat and flour from Kansas points to destinations in Texas, although they have been material in some respects, are not sufficient to warrant interference in this case with the differential making the rate 5 cents higher on flour than on wheat, which was approved by the commission in *Kauffman Milling Co. v. Missouri P. R. Co.*, 4 I. C. C. Rep., 417, 3 Inters. Com. Rep., 400.

Fourth.—Carriers of corn and cornmeal from Kansas points to destinations in Texas enforce a differential of 7 cents per 100 pounds more on cornmeal than on corn, and such difference prohibits the shipment of cornmeal ground at Kansas points into Texas territory. The difference in cost of service need not exceed 8 cents per 100 pounds, and the difference in value, greater liability to injury and other conditions surrounding the transportation of such commodities do not justify the greater difference in the rate. Held, That the difference in rate of 7 cents against cornmeal and in favor of corn unjustly discriminates against Kansas millers, and that the differential should not exceed 8 cents per 100 pounds.

Fifth.—Several defendant carriers engaged in transporting wheat and corn from points in Kansas and Missouri and intermediate points to Galveston and New Orleans make lower export rates on those commodities from Kansas City, Mo., or points in that vicinity, than from some of the intermediate stations on their respective lines. These export rates are much lower than the corresponding domestic rates, in case of which the fourth section is invariably observed. The circumstances and conditions governing transportation of grain

from the longer and shorter distance points are not substantially dissimilar. Held, That the higher rates from such intermediate points subject those localities to undue prejudice, and that if the carriers are allowed to make these low export rates, they should in making them treat all intermediate territory alike, and desist henceforth from charging higher rates from the nearer stations than those in effect from the more distant points.

Stath.—In view of present conditions, no opinion is expressed as to the reasonableness of export grain rates from Kansas points to Galveston, or the reasonableness of local grain rates from Kansas and Missouri into Texas, or the relation of eastbound and southbound export rates from Kansas points.

IN THE MATTER OF ALLEGED VIOLATIONS OF THE ACT TO
REGULATE COMMERCE BY THE ST. LOUIS & SAN FRAN-
CISCO RAILWAY COMPANY.

} *Greater charge for shorter than for
longer hauls, undue preference.*

Decided November 1, 1899.

First.—The greater charge enforced by the respondent company for the shorter distance from Marshfield, Mo., than for the longer distance from Springfield and other more westerly stations, in the transportation of live poultry in carloads to Chicago, constitutes a departure from the general rule of the fourth section, which the carrier was bound to justify in this proceeding.

Second.—The higher rate from an intermediate locality to a common destination also constitutes a prejudice to that locality and shippers and traffic therefrom, and a preference to the more distant localities and shippers and traffic therefrom, which, if found to be without sufficient excuse, must be held unreasonable and undue, and therefore in contravention of the third section.

Third.—Respondent is engaged with other carriers in the through transportation to Chicago of freight from numerous points on its road, including Springfield and Marshfield, and it cannot lawfully call itself merely a local carrier from Marshfield, while engaged in through carriage from Springfield and other points on its line, and thereby justify higher rates to Chicago for the shorter distance from Marshfield than for the longer distance from Springfield and more distant points of shipment. *Cincinnati, N. O. & T. P. R. Co. v. Interstate Commerce Commission*, 162 U. S. 184, 40 L. ed. 935, 5 Inters. Com. Rep. 391, 16 Sup. Ct. Rep. 700, cited and applied.

Fourth.—The rates enforced by the respondent company on live poultry in carloads to Chicago are higher from Marshfield than for the longer distances from Springfield and other more distant stations on its line, to and including Columbus, Kans. It meets the competition of other roads at Springfield and various junction to the west of Springfield, yet nowhere west of Springfield does the respondent or any of its competitors make the greater charge for a shorter than for a longer distance on this traffic. Such rates on live poultry from Springfield and points west thereof are not unreasonably low. The respondent makes as low a rate to St. Louis from Marshfield as from Springfield. The circumstances and conditions applying from the points involved on the traffic in question are not substantially dissimilar. The investigation covered freight articles generally, but the testimony was confined to live poultry. Held (1), That the respondent has failed to justify such higher rate from Marshfield than from Springfield and other more westerly stations for the carriage of live poultry to Chicago, and that by keeping such higher rate in force it is acting in violation of the fourth and third sections of the act. (2), That the respondent should not insist upon making higher charges to Chicago from Marshfield than from more distant points of shipment upon other kinds of traffic, unless it is prepared to justify such action by showing an essentially different state of facts than appears in this proceeding.

CHICAGO FIRE PROOF COVERING COMPANY

V.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY AND
THE PENNSYLVANIA COMPANY.

} *Greater charge for shorter haul,
undue preference.*

Decided November 1, 1899.

First.—The provision in section 3 of the act, that "this shall not be construed as requiring any such common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business," refers to facilities for interchanging traffic between connecting lines; and providing such facilities is not involved in this proceeding.

Second.—The varying cost to shippers in delivering freight to the carrier for shipment can have no bearing in a case which has sole reference to what are unlawful rates from the carriers' stations.

Third.—Upon complaint that defendants charge unlawful rates on asbestos articles from Summerdale, Ill., to Lima, Ohio, and other eastern points, it appears that Summerdale, although within the city limits of Chicago, is a station on the Chicago & North-Western railway, which for purposes of shipment and carriage is independent of the main depots of that company in Chicago; that it is a shorter-distance point, and Milwaukee and other places on the Milwaukee division of the Chicago & North-Western north of Summerdale are longer-distance points, over defendants' established through line with reference to L. O. L. shipments to eastern destinations; that defendants have through rates in effect from stations north of Chicago, but on traffic from Summerdale the Pennsylvania Company insists upon a higher charge made by adding rates to and from the point of connection in Chicago; that these through rates were not denied to Summerdale before it became part of Chicago by extension of the city limits; and that the circumstances and conditions governing the transportation are not dissimilar. Held, that defendants' higher less than carload rates of asbestos articles from Summerdale than from points north of Chicago to and including Milwaukee, on shipments destined to Lima, Ohio, and other eastern points, are in violation of sections 3 and 4 of the statute.

Fourth.—Defendants offer to carry asbestos material at established through joint rates to eastern points from stations north of Chicago, including Milwaukee; and by denying such rates on like shipments from Summerdale, an intermediate station, and exacting higher rates thereon, they subject complainant to undue prejudice in its competition with other dealers for the sale of asbestos articles and shipment thereof to eastern localities.

Fifth.—Notwithstanding the contention that higher rates are lawfully in force on shipments from Summerdale than from Milwaukee and other more distant points to eastern localities, it appears that, under the tariffs in force over defendants' through line, the rates from Summerdale were actually the same as those from more distant stations, including Milwaukee, at the time a less than carload lot of asbestos pipe coverings was shipped by complainant from Summerdale to Lima, Ohio. Held, that in failing to apply the through Milwaukee-division rates from Summerdale on such shipment the defendants acted contrary to the requirements of section 6 of the act, and that complainant is entitled to recover the overcharge.

Sixth.—Apparently the rates on carload shipments to the east from Summerdale should be as low as those in force to the same destination from Milwaukee, but as carload lots take somewhat different routing than less than carloads from Summerdale, and the evidence as to carloads was not specific, no opinion on that branch of the case is expressed, and complainant is granted leave to apply for further hearing.

DIGEST OF DECISIONS OF SUPREME COURT

DIGEST OF DECISIONS

OF THE SUPREME COURT REFERRING TO MATTERS AFFECTING RAILROADS.

PERSONAL INJURY—INJURY TO FIREMAN—NEGLIGENCE—BURDEN OF PROOF—EXPERT TESTIMONY—ASSUMPTION OF RISK.

In an action by a servant to recover for personal injuries, the burden is on the servant to prove the negligence which was the proximate cause of his injury.

Res ipsa loquitur does not apply to injuries received by a locomotive fireman riding on an engine which was derailed because of a broken axle.

In an action by a locomotive fireman to recover for injuries received through the derailing of his engine, which had a broken axle, expert testimony whether a broken axle might derail an engine is admissible.

Expert testimony whether certain peculiar and unusual actions of the engine, to which the engineer's attention had been called before the accident, indicated a broken axle is likewise admissible.

The question whether the derailment of a train was due to a broken axle of the engine is for the jury.

The question whether a locomotive fireman was justified in remaining on the engine because the engineer, after having his attention called to certain peculiar and unusual actions of the engine in running over the track, continued on his run without giving the matter any serious attention is for the jury.

The question whether a locomotive fireman, in the exercise of ordinary care, should have appreciated the peril of remaining on the engine after it began to act in a strange and unusual manner in running on the track, the cause of which was unknown to him, is for the jury. *Brownfield v. Chicago, R. I. & P. R'y Co.*, 77 N. W. Rep., 1038.

PERSONAL INJURY—SETTLEMENT—FRAUD—EVIDENCE.

After commencement of a suit for personal injuries against a railway company, plaintiff and his mother went to town where defendant's attorney was, called on him and, without the knowledge of their attorney, made a settlement. Held, That such settlement was made without reliance on an opinion as to the merits of plaintiff's cause of action expressed by defendant's attorney.

A representation that a railroad company could show by five or six witnesses that plaintiff had not been pushed from a car by the company's brakeman, made to induce the compromise of a suit against the railroad company for injuries received through such alleged pushing off, is not false where plaintiff testifies that he and two others got on the train, and other people got on it at the same time, and that there were other parties on the car in front of him, since the representation is not that the witnesses are eyewitnesses.

A settlement of an action by plaintiff with defendant's attorney direct is not fraudulent because defendant's attorney stated that it could be made in the absence of plaintiff's attorney, where plaintiff and his mother were the moving parties and went to the town where the attorney was located in order to procure it.

Under a reply to a plea of compromise and settlement, that it was procured by defendant fraudulently representing to plaintiff that he had no cause of action, and that the defendant could show that the facts were not as plaintiff claimed them to be, evidence that one of the

representations made to induce the settlement was a statement by defendant's attorney that plaintiff's attorney had offered to settle the suit for a certain sum is inadmissible. *Johnson v. Chicago, R. I. & P. R'y Co.*, 77 N. W. Rep., 478.

PERSONAL INJURY—DEATH BY WRONGFUL ACT—PROXIMATE CAUSE—RAILROAD CROSSING—OBSTRUCTIONS—DUTY TO CHECK SPEED—FLAGMAN—NEGLIGENCE—FAILURE TO BLOW WHISTLE OR RING BELL—QUESTION FOR JURY—INSTRUCTIONS—FAILURE TO CHARGE—SPECIAL FINDINGS—EVIDENCE—SPECIAL INTERROGATORIES—DIVISION—PREJUDICIAL ERROR.

The fact that another cause operated with the negligence of defendant to produce the injuries complained of will not relieve him from liability, if his negligence, concurring with such other cause, was the proximate cause of the injury.

In an action for injuries received at a railroad crossing, it appeared that the decedent's team became frightened and unmanageable by steam escaping from a mill. The court charged that, if defendant company was negligent in failing to ring the bell or blow the whistle of its approaching train, still, if, by reason of the team becoming unmanageable, the giving of the signals would not have prevented the injury, then it could not be said to have been caused by such failure. Held, a sufficient charge of the effect of the conduct of the team on the question of the proximate cause of the injury.

Where it appeared that the team driven by deceased on approaching a railroad crossing became frightened and unmanageable, the question whether defendant was negligent in sounding the whistle when near the crossing, thereby increasing the fright of the team, was properly left to the jury.

A charge that if the surroundings of a crossing were such that, with the signals given, and the speed of the train, persons at or near the crossing, using ordinary care, had reasonable warning of the approach of the train, then defendant was under no obligation to check the speed as it approached the crossing, was correct.

Where the undisputed evidence showed that a view of the track was partially obstructed, it was not error for the court to assume in its charge that there were obstructions to sight and hearing of an approaching train.

In an action for injuries at a railroad crossing, where the evidence showed that decedent's team was unmanageable, a charge on the question of defendant's negligence in not providing a flagman at the crossing was not error.

Under code section 2072, requiring that a locomotive whistle be sounded sixty rods before a crossing is reached, except in cities or towns unless required by an ordinance thereof, failure of the court, in an action for injuries at a crossing within the limits of a town having no such ordinance, to charge that it was defendant's duty to sound the whistle, was not error.

In an action for injuries at a crossing, there was evidence that the view of the track was obstructed by a corncrib, and then by a section house. Held, that a special finding that if deceased, while approaching the track had looked, he would not have been able to have seen the train from the time he passed the corncrib until he reached the crossing, was not in conflict with the evidence.

In an action for injuries at a crossing, the court requested special findings as to whether the attention of the deceased was so divided by the fright of the team, the danger arising therefrom, and his efforts to control them, that, under the circumstances, he was not guilty of negligence in not stopping and listening before going on the crossing, and whether his attention was so diverted that he was not guilty of negligence in not knowing the approach of the train. Held, that the findings requested called for important facts bearing on the question of contributory negligence, and were not error.

Division of a request interrogatory into two, containing every material fact in the one requested, is not prejudicial error. *Pratt v. Chicago Rock Island & Pacific Railway Company*, 77 N. W. Rep. 1068.

NEGLIGENCE—DAMAGE—MISCONDUCT OF JURY—DISCRETION.

In an action for the negligent killing of plaintiff's horse because of an insufficient fence along defendant's right of way, which was blown down, as plaintiff claimed, by an ordinary wind, a new trial was granted after judgment for defendant, for misconduct of the jury, in that one of them, who had been employed by defendant, stated to the jury while deliberating

that he had helped to build the fence, and that it was strong and well built; that another juror stated that the storm was a cyclone, and that his field of flax, which was some distance from the main track of the storm, was so badly injured that out of 105 acres he only threshed 200 bushels of grain; and that another stated that, on the night of the cyclone, the wind blew so hard that it made the dishes and windows in the house rattle. Held, that the granting of a new trial was not an abuse of discretion. *Bohn v. Chicago & N.-W. Ry. Co.*, 78 N. W. Rep., 200.

PERSONAL INJURY—MASTER AND SERVANT—CAUSE OF ACTION—ASSUMPTION OF RISK.

A complaint by a brakeman against a railroad company for injuries received while coupling cars, alleging negligence in using different systems of bumpers in the coupling of its trains, instead of the ordinary improved bumper, cannot be amended after the running of limitations by charging negligence in having the bumpers loose and out of repair, since stating a new cause of action.

In an action to recover damages for negligence, "the cause of action," as used in pleadings, is not the injury wrongfully inflicted through defendant's negligence, but is the fact or facts that justify the action, or show the right to maintain it.

An employe who knows of improper appliances used in his work, but does not object, assumes the risk. *Box v. Chicago, R. I. & P. Ry. Co.*, 78 N. W. Rep., 694.

PERSONAL INJURY—INJURIES TO PASSENGERS—CONTRIBUTORY NEGLIGENCE—INSTRUCTIONS—PREPONDERANCE OF EVIDENCE.

An instruction that, in order to recover for injuries, a passenger must have been free from any fault or negligence contributing to produce the injury, is erroneous, as holding him to the exercise of extraordinary care, and preventing a recovery though the negligence was slight, and did amount to a want of ordinary care.

Plaintiff need not prove his case to the satisfaction of the jury, but merely by a preponderance of evidence. *Jerolman v. Chicago G. W. Ry. Co.*, 78 N. W. Rep., 866.

PERSONAL INJURY—MASTER AND SERVANT—ACCIDENTS—FELLOW SERVANTS—SCOPE OF EMPLOYMENT.

Where an employe of a railroad company, riding on a handcar, strikes at another who, in an attempt to avoid the blow, pushes off a third employe, who is run over, the injury is not a willful one.

Under code 1873, section 1307, making railroad companies liable for injuries to employes, resulting from neglect of other employes, or from their wilful wrongs, when connected with the operation of the road, when an employe riding on a handcar struck at another, who, in an attempt to avoid the blow, pushed off a third employe, who was injured, the company is not liable, though the injured employe was operating a car, since the employe striking the blow was not acting within the scope of his authority. *Knicade v. Chicago, M. & St. P. Ry. Co.*, 78 N. W. Rep., 696.

PERSONAL INJURY—ACCIDENT AT CROSSING—NEGLIGENCE.

A railroad company permitted the smoke of burning slack to obscure the track at a crossing, but there was no evidence that this contributed to an accident. There were cattle guards and snow fences along the right of way, but they were properly constructed and located.

Plaintiff and two others did not hear the crossing whistle, but the engineer and two others on the engine with him, swore positively that the whistle was sounded at the distance required by law (sixty rods), and the bell was set ringing. Four others testified to hearing the crossing whistle. Held, that negligence was not shown, and this though the high rate of speed required the whistle to be sounded more than sixty rods from the crossing, since plaintiff, not having heard the signal that was given, would not have heard it had it been given sooner.

Plaintiff was driving an empty wagon, and had his head closely bundled up, and testified he listened, but heard no noise of the engine. He stopped 300 yards from the crossing, and again at the edge of the right of way, and looked, and saw nothing coming. When he last looked the snow fence obscured the track, but had he looked after advancing a few feet he could have seen the track for three-fourths of a mile. From the time he first looked till he reached the track the engine had time to travel from a point of vision to the crossing. The engineer and the superintendent on the engine testified plaintiff looked over his shoulder, turned around, and hurried up his horses; that he was fifty feet from the crossing, and still had time to avoid being struck, that they whistled again; and the engineer testified that he then applied the air. Plaintiff was familiar with the crossing and knew no train was scheduled to pass, this engine being an extra.

Held, that plaintiff was guilty of contributory negligence. *Payne v. Chicago & North-Western Railway Company*, 78 N. W. Rep. 812.

PERSONAL INJURY—MASTER AND SERVANT—INJURY IN OPERATION OF RAILROAD.

An injury received by a brakeman, while assisting in coaling an engine, through the negligence of a co-employee in operating the hoisting crane so as to knock him from the platform—such movement of the crane not being necessary in order to permit the train to start—is not an injury "in any manner connected with use and operation of any railroad," within the meaning of code 1873, section 1307. *Keddington v. Chicago, Milwaukee & St. Paul Railway Company*, 78 N. W. Rep. 800.

PERSONAL INJURY—TRESPASSERS—GROSS NEGLIGENCE.

Deceased was in a caboose, without business there or intention of becoming a passenger. The caboose was struck by an incoming train, under circumstances justifying a finding of negligence by the engineer, but neither he or any employee of the railroad knew deceased was in the car. Held, that, since deceased was a trespasser, and the railroad owed him no duty until it discovered him, it was not liable for causing his death.

The fact that the conduct of the employee of a railroad is "unusual and reckless" does not constitute gross negligence. *Earl v. Chicago, Rock Island & Pacific Railway Company*, 79 N. W. Rep. 381.

PERSONAL INJURY—CARRIER OF PASSENGERS—ACTION FOR NEGLIGENCE—ISSUE OF GROSS NEGLIGENCE—SPECIAL EXCURSION TRAIN—PASSENGER—PRESUMPTION—EVIDENCE.

On a petition alleging only an injury to a passenger because of a carrier's negligence, it is error to submit to the jury the question of plaintiff's right to recover, as a trespasser, for gross negligence.

One who boarded a train knowing that it was run for a particular class of excursionists, and that it did not stop at regular stations, and which was not left at a place where an invitation to all persons to take passage therein could be implied, will be presumed to have been a passenger thereon.

Evidence that plaintiff, on inquiring and learning of the conductor of a train, intended for a particular class of excursionists only, when it stopped said that it would do for him; that he boarded it in the conductor's presence; that he intended to pay his fare, and had the money therefor; and that others not excursionists had been allowed to board the train—tends to show that plaintiff was accepted as a passenger, and justifies the submission of that question to the jury.

The acceptance, as a passenger, by the conductor of a special excursion train, of one not belonging to the excursion, is binding on the company, and he will be treated as a passenger, if he did not know that the conductor exceeded his authority. *Robinson, O. J.*, and *Waterman, J.*, dissenting. *Fitzgibbon v. Chicago & North-Western Railway Company*, 79 N. W. Rep. 477.

PERSONAL INJURY—MASTER AND SERVANT—NEGLIGENCE—ASSUMPTION OF RISK—UNSAFE IMPLEMENTS—EVIDENCE.

In an action for negligence, where plaintiff alleged that the tools furnished decedent by the defendant were unsafe, it was error to refuse to allow her to prove what were the proper and ordinary implements for the work in which decedent was engaged.

The testimony of the men who were familiar with the kind of work in which decedent was engaged was competent to show what implements were commonly used for such work.

Where decedent performed work to which he was unaccustomed, and which could not be said, as a matter of law, to require no more than ordinary skill, it cannot be assumed that he knew the implements furnished him were inferior, and the work dangerous, and waived his right to any damage for injury.

If, in an action for negligence, plaintiff can show that a certain implement was proper and generally used for the kind of work in which decedent was engaged, and that such implement was not furnished to decedent, then the question of negligence of both parties should be submitted to the jury. *Anderson v. Illinois Central Railway Company*, 80 N. W. Rep. 561.

DISCRIMINATION—JOINT RATES, ETC.—UNJUST AND DISCRIMINATORY CHARGES—JOINT RATES—ACTION TO RECOVER PENALTY—DISCOVERY—INTERROGATORIES ATTACHED TO PETITION—INTEREST.

Under acts 1890, chapter 17, section 1, which is constitutional, railroad companies may voluntarily establish joint rates between the different stations on their respective lines, while section 5 prohibits any unjust and unreasonable charge. A petition to recover the penalty provided in such act, which alleges that defendant railroad companies established joint rates between all stations on their respective lines in the state, and they unjustly discriminated between the different points on their lines, to plaintiff's damage, and that the rates charged plaintiff were unjust and unreasonable, states a cause of action; and that it contains further allegations showing the different rates charged between different points does not make the action one based solely on the fact of such differences as establishing the unjust or discriminatory character of the rates charged.

When two railroad companies voluntarily enter into an agreement for joint rates, which covers all stations on their lines in the state, they virtually create a new and independent line, and become subject to the law preventing unjust discrimination and unreasonable exaction.

Where a petition alleges that joint rates were established by two railroad companies for all stations on their lines, the rates charged for the same class of goods over like distances of road may be considered, not only in arriving at the solution of the question of unjust discrimination, but also in determining whether a rate charged was unreasonable; and an allegation that a lower rate was charged for transporting like goods over the same distance of road than was charged plaintiff makes a *prima facie* case of unjust discrimination.

Prior to the adoption of the code of 1897 (which expressly provides therefor) a corporation like an individual defendant could be required to answer interrogatories attached to a petition.

Where interrogatories attached to a petition to be answered by a corporation defendant were answered by an officer of the defendant by stating that he had no personal knowledge of the matters inquired about and knew of no other officer who had such knowledge, and the facts were such as could be readily ascertained from the records and books of the corporation, such answers were properly stricken out as uncandid, and an attempt to avoid a compliance with the law.

Where an amendment to a petition is permitted to be filed by the court, the plaintiff may attach interrogatories thereto.

Interest is not recoverable on the treble damages imposed by the statute as a penalty for unjust discrimination in charges by a railroad company. *Ladd J., and Deemer, J., dissenting. Blair v. Sioux City & Pacific Railway Company, et al. Hollaway v. Same. Browa v. Same. Macey v. Same*, 80 N. W. Rep. 673.

PERSONAL INJURY—ACCIDENT AT CROSSING—PRESUMPTION OF DUE CARE—EVIDENCE—BURDEN OF PROOF—CONTRIBUTORY NEGLIGENCE.

The presumption that one who lost his life in driving over a railroad crossing in front of an approaching train exercised due care is not conclusive.

In an action against a railroad company for the loss of plaintiff's horse, wagon and harness, by a collision in which plaintiff's servant was killed at a crossing by a train, the burden is on plaintiff to show, not only negligence on the part of defendant, but freedom from contributory negligence on the part of his servant.

Plaintiff's servant drove over a railroad crossing, and was killed by a train, which he could have discovered if he had looked and listened any time after he was within 125 to 500

feet of the track, in time to have avoided the accident. He knew the crossing, and his eyesight and hearing was good. Held, that his negligence was clearly apparent. *Crawford v. Chicago Great Western Railway Company*, 80 N. W. Rep. 519.

STREET CROSSING—RIGHT OF WAY—PLAT DEDICATION—CONVEYANCE—STREET CROSSING—NON-USE—LIMITATIONS OF ACTIONS—CITY ORDINANCE—SIGNING BY MAYOR—ESTOPPEL.

The owner of land agreed to give a projected railroad a right of way across it, and before the road was laid, platted the land, showing streets and the right of way; the streets being continuous except where crossed by the right of way, and the right of way not being crossed by the streets. Thereafter the owner executed to the company deeds which conveyed lands reserved for depot grounds, and described them by metes and bounds, and then described the right of way as a strip of land running through the platted land and through and across the streets. The railroad company planked the street crossing in controversy, and it was so used for many years; and when other streets were opened they too were planked by the company, and have been used ever since. Held, that the filing of the plat did not amount to a conveyance of a right of way to the company, and that the company's title rested on the deed, and that it reserved the street crossing shown in the plat, which at least constituted a common law dedication of the street across the right of way.

Where a railroad recognized and adopted a dedication of streets which crossed its right of way as shown by a plat, and planked the crossing and maintained it for years, mere non-user by the public will not defeat the city's right to open and replank the crossing after the company has destroyed it.

The statute of limitation will not run to defeat the right of a city in the exercise of its governmental powers, to open and use a disused crossing over a railroad right of way.

The passage by the city council of an ordinance vacating a street crossing over a railroad which was not signed by the mayor, and was therefore ineffective, and which was thereafter reconsidered and "laid on the table," does not, after the lapse of several years, during which the crossing was not used, estop the city to reopening the crossing.

Failure of a mayor of a city to sign an ordinance passed by the council, as required by acts of Twentieth General Assembly, chapter 192, renders it of no effect. *Chicago, Rock Island & Pacific Railway Company v. City of Council Bluffs et al.*, 80 N. W. Rep. 544.

PERSONAL INJURY—INJURIES TO TRESPASSERS.

A railroad company is liable for the death of a trespasser on one of its bridges, who was run over by a train, where the engineer could have stopped it in time to avoid the accident, had the fireman, after he discovered the trespasser on the bridge, promptly notified the engineer of the danger.

The fact that the trespasser might have jumped to the ground, a distance of over eight feet, or that he might have laid down on the ties, does not relieve the railroad company from liability if its employees neglected to exercise reasonable care to avoid the collision after they discovered him on the bridge. *Purcell v. Chicago & North-Western Railway Company*, 80 N. W. Rep. 662.

PERSONAL INJURY—NEGLIGENCE OF FELLOW SERVANT—STATUTORY OF LIABILITY OF MASTER.

A section hand, who is injured in a collision between the hand car on which he is riding and another hand car, is within the protection of code, section 3071, which renders railroad companies liable to injuries to their employees caused by the negligence of co-employees connected with the use of the operation of the railway. *Smith v. Chicago Great Western Railway Company*, 80 N. W. Rep. 658.

DELAY IN SHIPMENT—FREIGHT CONTRACTS.

It being within the apparent power of the agent to contract for delivery of a car at a certain place within a specified time, his contract therefore is binding on the company, the shipper not knowing of the limitations of his power.

Where there is a verbal agreement of carriage, under which the shipper accepts and loads the car, it cannot be varied or modified by a receipt which the carrier's agent thereafter delivered to the shipper, folded up, and which the shipper, without knowledge of its contents, puts in his pocket.

A carrier is not liable for a breach of its contract to deliver a car at a certain place at a specified time, the delay being caused by the shipper's failure to comply with the requirements of the contract that the car be loaded in time to be sent out on a certain day. *Stoner v. Chicago Great Western Railway Company*, 80 N. W. Rep. 569.

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LAWS OF IOWA RELATING TO RAILWAYS, EXPRESS COMPANIES, ETC.

APPENDIX TO REPORT OF RAILROAD COMMISSIONERS FOR
1899.

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TITLE V, CHAPTER 6.

STREETS AND PUBLIC GROUNDS.

SEC. 767. Railway tracks—street railways. Cities and towns shall have the power to authorize or forbid the construction of street railways within their limits and may define the motive power by which the cars thereon shall be propelled; and to authorize or forbid the location and laying down of tracks for railways and street railways on all streets, alleys and public places; but no railway track can thus be located and laid down until after the injury to property abutting upon the street, alley or public place upon which such railway track is proposed to be located and laid down has been ascertained and compensated for in the manner provided with reference to taking private property for works of internal improvement. [23 G. A., ch. 11, § 1; 18 G. A., ch. 96, § 1; 15 G. A., ch. 6; C. '73, §464; R., § 1064.]

Right to locate railways upon streets: Since the change made in § 1262 of code of '73, by 15 G. A., ch. 47 (see § 2017), the power to authorize the laying down of tracks for street and other railways, and the use of steam motors thereon, does not exist except as here given, the earlier case of *Milburn v. Cedar Rapids*, 12-246, and many cases following it, being no longer applicable: *Stanley v. Davenport*, 54-463; *Stange v. Hill & West Dubuque St. R. Co.*, 54-669.

The provisions of this section were not originally applicable to cities acting under special charter: *Ibid*; *Simplot v. Chicago, M. & St. P. R. Co.*, 5 McCrary, 158.

An ordinance authorizing the construction of railway tracks upon city streets, without making the right to occupy such streets conditional upon payment of damages as required by statute, does not confer any rights upon the railway company: *Stange v. Dubuque*, 62-303.

Where the fee of the street is in the city for the use and benefit of the public, the general assembly has the control thereof, and may prescribe the terms and

conditions under which the public may use such streets: *Sears v. Marshalltown St. R. Co.*, 65-742.

Consent by city council: The statute does not prescribe the manner by which authority may be granted to a railroad company to construct its track upon the streets of the city, and such authority may be given by resolution duly passed, or by vote duly taken, appearing in the proper records of the city: *Merchants' Union Barb Wire Co v. Chicago, R. I. & P. R. Co.*, 70-105.

The city council may authorize the laying of a railway track over an alley, although the effect may be to prevent the use of the alley for other purposes. Whether the same rule would apply in case of a street, *quere: Heath v. Des Moines & St. L. R. Co.*, 61-11.

But the city council is not authorized to devote an alley to a railway track for the private benefit of some individual; and the fact that leave has been granted to lay the track over an alley for purely private benefit will not prevent a subsequent grant of a right to a railway company to lay a track through such alley for public use: *Ibid.*

The city having been given by this section the power to grant the right to lay down a railway track over its streets, all else in connection therewith is a matter of detail and within the discretion of the city, subject only to equitable control and proper police regulations: *O'Neil v. Lamb*, 53-725.

Compensation to property owners: A railway which has been located over the streets of a city, at a time when compensation to adjacent property owners for such use of the street was not required, cannot lay new switches and side tracks in connection with such railway, without making compensation: *Drady v. Des Moines & Ft. D. R. Co.*, 57-393; *Merchants' Union Barb Wire Co. v. Chicago, R. I. & P. R. Co.*, 70-105.

The statutory provision requiring compensation apply to a railroad authorized by ordinance and partly constructed prior to the time that the change in the statute went into effect: *Mulholland v. Des Moines, A. & W. R. Co.*, 60-740; *Hanson v. Chicago, M. & St. P. R. Co.*, 61-588.

Where a railway company had commenced the use of its track constructed under permission granted by the city council before the statutory change requiring compensation held, that it could not afterward be made liable for damages to abutting lot owners: *Merchants' Union Barb Wire Co. v. Chicago, R. I. & P. R. Co.*, 70-105.

When the road is located upon private property and not upon a street an abutting owner cannot recover damages resulting from the ordinary operation of the road: *Rinard v. Burlington & N. R. Co.*, 66-440. Nor can damages be recovered from the city in such a case from injuries from an embankment: *Callahan v. Des Moines*, 63-705.

The provisions as to making compensation for injury to property abutting on a street upon which a railway track is proposed to be located are only applicable to property owners whose property abuts upon the portion of the street occupied by the track, and not to owners of property abutting upon a street which is merely crossed by the track: *Morgan v. Des Moines & St. L. R. Co.*, 64-589.

Under the provisions of § 2017 a railway company has the right to cross a street with its track without paying damages to abutting property owners, where it does not occupy the street in front of abutting property. But if it crosses the street at an angle, so that a portion of the track is in front of abutting property, the provisions of this sections as to consent of council and as to damages apply: *Enos v. Chicago, St. P. & K. C. R. Co.*, 78-28; *Gates v. Chicago, St. P. & K. C. R. Co.*, 82-5 8.

The damages to be allowed to an abutting property owner by reason of the construction of a track over a street are not limited to damages arising from a change of grade, but extend to all legitimate damages which are contemplated in other provisions for condemning right of way: *Drady v. Des Moines & Ft. D. R. Co.*, 57-393.

In estimating the damages caused by the operation of a steam railway along a street where damages to property owner have not been previously assessed and paid, the fact that such operation has diverted travel from the street may be shown in evidence as showing the manner in which the rental value of the property has been diminished, and for the purpose of ascertaining the measure of damage: *Stange v. Dubuque*, 62-303.

In an action for such damages all the facts attending the use and operation of the railroad may properly be given in evidence as bearing upon the effect of the operation of the road on the rental value of the property; such, for instance, as annoyance to the occupants of the property by noise, escape of fire from engines, etc.: *Wilson v. Des Moines, O. & S. R. Co.*, 67-509.

In a proceeding to assess damages to abutting property by reason of the location and operation of a railroad upon a street, the property owner is entitled to be compensated for injuries which he will sustain on account both of the laying down of the track in the street on which his property abuts, and of the appropriation of his land, if any, which is taken for right of way purposes: *McClellan v. Chicago, I. & D. R. Co.*, 67-568.

The provisions of this section as to the manner of assessment of damages resulting from the location of a railway upon the streets of a city refer exclusively to the company and not to the abutting owner; such owner does not have any interest in the fee of the street, and he cannot take steps to have his damages assessed by a sheriff's jury according to the provisions applicable where property is taken for right of way; therefore, he may bring action for damages without such proceeding: *Mulholland v. Des Moines, A. & W. R. Co.*, 60-740.

The provision with reference to assessing damages for laying a railroad track through the streets refers exclusively to the railroad company and not to the abutting owner. The latter cannot have his damages assessed in that manner: *Stough v. Chicago & N. W. R. Co.*, 71-641.

As the abutting property owner is not authorized to cause his damages to be assessed, and the corporation alone can institute the proceedings, an action by the property owner may be maintained for damages accruing to him before the assessment is made: *Wilson v. Des Moines, O. & S. R. Co.*, 67-509.

The property owner cannot take advantage of the method of procedure pointed out by this section for the purpose of having his damages from the construction of a railway in the street determined, but can only resort to an action to recover judgment: *Harbach v. Des Moines & K. C. R. Co.*, 80-593.

After such an assessment has been made, if the damage is not paid the company may be enjoined from occupying the street on the ground that it is a trespasser and maintaining a nuisance: *Ibid.*

The fact that the land-owner has brought an action at law for damages and recovered judgment does not preclude him from having an injunction in a proper proceeding to restrain the use of the street by the company: *Ibid.*

The fact that the railroad company is occupying the streets as the successor of another company under purchase of its franchise at foreclosure sale does not relieve it from being enjoined at the suit of a property owner who recovered judgment against the former company, and the successor cannot plead that the former company occupied by the consent of the land-owner, that defense having been merged in the judgment against such former company: *Ibid.*

A right of action for injuries to an abutting property owner accrues at once and is entire, and must be brought in five years. Such a right of action does not pass to the grantee under conveyance made subsequently to the time when the right of action accrues, and without an assignment of such cause of action to him, grantee can maintain no action for such injuries: *Pratt v. Des Moines N. W. R. Co.*, 72-249; *Jolly v. Des Moines N. W. R. Co.*, 72-759.

Where a railway track is under ordinance of the city laid in a street or alley without compensation being made to the abutting owner, his right of action for damages accrues at once, and the railroad cannot be regarded as a continuing nuisance. An action to recover damages for such an injury must be brought within the statutory period from the time the street or alley is occupied: *Fowler v. Des Moines & K. C. R. Co.*, 91-533.

An approach on a street to a railroad crossing is part of the railroad and the property owner in front of whose premises such embankment is constructed is entitled to recover damages, although the track itself does not run in front of his premises: *Hitchcock v. Chicago, St. P. & K. C. R. Co.*, 88-242.

In determining whether the street is occupied in front of abutting property, not only the track, strictly speaking, but also any embankment made for the purpose of constructing the track, is to be taken into account, and also any embankment in the street for the purpose of constructing the railroad crossing: *Gates v. Chicago, St. P. & K. C. R. Co.*, 82-518.

Embankments forming the road-bed and approaches to highways or street crossings, rendered necessary by the construction of a railroad, are a part of the railway track, within the meaning of this section, and an owner, in front of whose property such an approach is constructed in the street, is entitled to damages: *Nicks v. Chicago, St. P. & K. C. R. Co.*, 84-27.

The compensation provided for in this section is not for property taken, but for damages to abutting property: *Ibid.*

Under this section the owner is entitled to recover for injury to the land as well as to his improvements: *Ibid.*

The rule of damage is the difference in the value of the property before and after the construction of the track, approaches, etc.: *Ibid.*

Where abutting lot owners join in an agreement that a railway track may be laid down in the street, and it is laid down and operated in accordance with that agreement, any such lot owner or grantee is estopped from questioning the right of the railroad to maintain such track: *Merchants' Union Barb Wire Co. v. Chicago, R. I. & P. R. Co.*, 79-613.

Damages: A railway company which so negligently builds its track over the streets of a city, or so occupies such streets, as to create a nuisance, is liable in damages to any one suffering therefrom special injuries not common to the whole public: *Park v. Chicago & S. W. R. Co.*, 43-636; *Frith v. Dubuque*, 45-406.

It is immaterial in such case whether the party injured owns the fee in the street or not: *Cadle v. Muscatine Western R. Co.*, 44-11; *Frith v. Dubuque*, 45 406; *Cain v. Chicago, R. I. & P. R. Co.*, 54-255.

One who is not the owner of the fee in the street can recover only on proof of actual damages: *Cook v. Chicago, M. & St. P. R. Co.*, 83-278.

If a railway, therefore, be constructed in a careless, improper and negligent manner, to the injury of an abutting property owner, he may recover damages, provided his injury be special: *Cain v. Chicago, R. I. & P. R. Co.*, 54-255.

So the city may, by ordinance, make and enforce reasonable restrictions, and the use of the street in violation of such restrictions will be a nuisance for which a person sustaining special damage may recover: *Ibid.*

The benefits to the property may be taken into account but will not entirely preclude recovery: *Enos v. Chicago, St. P. & K. C. R. Co.*, 78-28.

In an action by a lot-owner for damages caused by a railway company constructing its road so that the rails were above the established grade, being so constructed on the theory that under the ordinances of the city the company was entitled to lay its tracks on the grade, *held*, that the company could not object that damages were assessed on the theory that such obstruction was permanent: *Eslich v. Mason City & Ft. D. R. Co.*, 75-443.

A witness may be asked whether the annual premium for insurance would be higher: *Ibid.*

The city is not liable for damages resulting from the laying down of tracks, etc., under permission granted by it: *Frith v. Dubuque*, 45-406.

Although a railway company is liable for negligence in failing to keep its crossings where the track intersects the street in proper condition, such liability does not relieve the city from liability for injuries arising from such defects in its streets: *Fowler v. Strawberry Hill*, 74-644.

As to the measure of damages in such cases, see *Cadle v. Muscatine W. R. Co.*, 44-11; *Frith v. Dubuque*, 45-406; *O'Connor v. St. Louis, K. C. & N. R. Co.*, 56-735; *Kucheman v. Chicago, C. & D. R. Co.*, 46-336.

Equitable control: The doctrine of equitable control over the use of the streets by railway companies, which was recognized when such companies had the right to use the streets of cities for railway purposes without compensation to property owners or consent of the city, has now no application: *Heath v. Des Moines & St. L. R. Co.*, 61-11.

Street railways: Aside from any special provision in the city charter, it may be regarded as the doctrine of this state that the city may authorize the construction of a street railway in its streets: *Damour v. Lyons*, 44-276.

An elevated railway is not to be deemed a street railway within the provisions of this section, even though it receives and discharges passengers at street corners, and therefore damages for the construction of such railway must be paid to abutting property owners: *Freiday v. Sioux City Rapid Transit Co.*, 92-191.

The term street railway as used in the statute must be construed in accordance with the understanding of the use of such terms when the statute was enacted: *Ibid.*

The provision that a railway track can be located and laid down only upon damages to abutting owners being paid does not apply to street railways, and the city council may authorize the location of such tracks upon the streets without payment of damages caused thereby: *Sears v. Marshalltown St. R. Co.*, 65-742.

In the absence of special authority conferred by the legislature, the city has no power to authorize the use of a steam motor on a street railway, and it will be liable in damages for injuries resulting from the use of such motor on the streets under its permission: *Stanley v. Davenport*, 54-463.

As to right to permit use of streets by horse railway, see *O'Neil v. Lamb*, 53-725.

Under this section a city has the right to grant the exclusive privilege for a reasonable length of time to construct and operate a street railway over any and all streets of the city, but it could not make such exclusive grant in perpetuity. Such a grant to a company to operate a street railway by horse power will not, however, preclude the grant to another company of the right to operate a street railway by other power: *Des Moines St. R. Co. v. Des Moines Broad-Gauge St. R. Co.*, 73-513.

The right to grant an exclusive privilege to operate a street railway did not exist prior to the enactment of § 464 of the code of '73, but *held*, that an ordinance granting such exclusive privilege prior to that time was ratified by action of the city after this section was enacted: *Ibid.*

Under the decision as to the right of a street railway company under an exclusive charter to lay its track over the streets of a city, *held*, that acts of the officers of the city in attempting to prevent the company from doing so were a violation of the injunction in that case: *Des Moines St. R. Co. v. Des Moines Broad-Gauge St. R. Co.*, 74-585.

A grant to a street railway company of the exclusive right to operate a street railway over streets of the city by animal power does not prevent the grant to another company of the right to operate street cars by other power: *Teachout v. Des Moines Broad-Gauge St. R. Co.*, 75-722.

Where a street railway was, under its franchise, operating in the middle of the street with a single track, and the construction of a sewer in the same street was subsequently ordered, *held*, that a provision of the ordinance that such sewer should be constructed in the middle of the street was unreasonable in view of the fact that it might without serious inconvenience or injury to the abutting property be constructed at the side of the street, and thus avoid interference with the plaintiff's track: *Des Moines St. R. Co. v. Des Moines*, 90-770.

SEC. 768. Street car vestibules. On and after November 1, 1898, every person, partnership, company or corporation owning or operating a street railway in this state shall, from November first of each year to April first following, provide all cars, except trailers, used for the transportation of passengers, with vestibules inclosing the front platform on at least three sides, for the protection of employes operating such cars. Any violation of this section shall be punished by a fine of not less than fifty dollars nor more than one hundred dollars for each day said cars are operated in violation hereof.

SEC. 769. Railway crossings—speed of trains. Cities having a population of five thousand or more shall have power to compel railroad companies to erect, construct, maintain and operate, under such regulations as may from time to time be provided by the council, suitable gates upon public streets at railroad crossings; and cities and towns shall have power to regulate the speed of trains and locomotives on railways running over the streets or

through the limits of the city or town. [25 G. A., ch. 5; 22 G. A., ch. 16, § 1; C. '78, § 456; R., § 1057.]

An ordinance regulating the speed of trains must be reasonable in order to be valid, and the question of whether or not it is reasonable as applied to portions of the city where the track does not run through land platted and used for residence or business purposes, is for the court: *Myers v. Chicago, R. I. & P. R. Co.*, 57-555.

And this rule is applicable to an ordinance under the express authority of this section: *Burg v. Chicago, R. I. & P. R. Co.*, 90-106.

In a particular case, held, that the ordinance limiting the speed of trains within the city limits to ten miles an hour would not be deemed unreasonable with reference to a crossing three-fourths of a mile from the depot, it not appearing but that the crossing was one in general use, and a dangerous one if a higher speed should be permitted: *Larkin v. Burlington, C. R. & N. R. Co.*, 85-492.

A railway company is liable for injuries to persons at crossings when such injury is due to the train being run at a greater speed than allowed by city ordinance: *Ward v. Chicago, B. & Q. R. Co.*, 65 N. W., 999.

In an action to recover damages against a railway company for negligently causing the death of a person on its track, the fact that the engine of defendant was being operated within city limits at a higher rate of speed than allowed by the ordinance may be shown without proof that the accident was directly due to the train being operated at excessive speed: *McMarshall v. Chicago, R. I. & P. Co.*, 80-757.

In an action for injury received at a railway crossing from a train running at an unlawful speed, plaintiff may prove that he had knowledge of the ordinance: *Moore v. St. Paul & K. C. R. Co.*, 71 N. W., 569.

SEC. 770. Viaducts—when required. Cities having a population of seven thousand or over shall have power to require any railroad company, owning or operating any railroad tracks upon or across any public streets of such city, to erect, construct, reconstruct, complete, and maintain, to the extent hereinafter provided, any viaduct upon or along such streets, and over or under such tracks, including the approaches thereto, as may be declared by ordinances of such city necessary for the safety and protection of the public. The approaches to any such viaduct shall not exceed a total distance of eight hundred feet, but no such viaduct shall be required on more than every fourth street running in the same direction, and no railroad company shall be required to build or contribute to the building of more than one such viaduct, with its approaches in any one year; nor shall any viaduct be required until the board of railroad commissioners shall, after examination, determine the same to be necessary for the public safety and convenience, and the plans of said viaduct, prepared as hereinafter provided, shall have been approved by said board. [22 G. A., ch. 32, § 1.]

SEC. 771. Assessment of damages. When a viaduct shall be by ordinance declared necessary for the safety and protection of the public, the council shall provide for appraising, assessing and determining the damages which may be caused to any property by reason of the construction of the same and its approaches. The proceedings for such purpose shall be the same as are provided in case of taking private property for works of internal improvement, and the damages assessed shall be paid by the city out of the general bridge fund. [Same, § 2.]

SEC. 772. Specifications. The width, height and strength of any viaduct and the approaches thereto, and the material and manner of construction thereof, shall be such as may be required by the board of public works and approved by the mayor and council, but if there is no board of public works, then such as may be required by the council. [Same, § 3]

SEC. 773. Apportionment of cost—repairs. When two or more railroad companies own or operate separate lines of track to be crossed by a viaduct, the proportion thereof, and the approaches thereto to be constructed by each, or the cost to be borne by each, shall be determined by the council. After the completion thereof, any revenue derived therefrom by the crossing thereon of street railway lines shall constitute a special fund, and shall be applied in making repairs to such viaduct. One-half of all ordinary repairs to such viaduct or its approaches shall be paid out of such fund, or be borne by the city, and the remaining half by the railroad company; and if the track of more than one company is crossed, the costs of such repairs shall be borne by such companies in the same proportion as was the original cost of construction. [Same, § 4.]

SEC. 774. Refusal to comply. If any railroad company neglects or refuses, for more than thirty days after such notice as may be prescribed by ordinance, to comply with the requirements of any ordinance passed under the provisions of this chapter, the city may construct or repair the viaduct or approaches, or any portion thereof, which such railroad company was required to construct or maintain, and recover the cost thereof from such company. [Same, § 6.]

TITLE V, CHAPTER 7.

STREET IMPROVEMENTS, SEWERS, ETC.

SEC. 834. Assessments on railways and street railways. All railway and street railway companies shall be required to make, reconstruct, and repair all paving, graveling, or macadamizing between the rails of their tracks, and one foot outside thereof, at their own expense, unless by ordinance of the city, or by virtue of the provisions or conditions of any ordinance of the city under which said railway or street railway may have been constructed or may be maintained, it may be bound to pave, gravel, or macadamize other portions of said street, and in that case said railway or street railway shall make, reconstruct and repair the paving, graveling or macadamizing of that part of the street specified by such ordinance; and such improvement, or the reconstruction or repair thereof, shall be of the material and character ordered by said city, and shall be done at the same time that the remainder of said improvement is made, reconstructed or repaired. When the same is made or completed, said company shall lay, in the best approved manner, such rail as the council may require. They shall keep the paving, graveling or macadamizing between said rails, and one foot outside thereof, or such other part as they are liable to construct or maintain, up to grade and in good repair, using for such purpose the

same material as is used for the original paving, graveling or macadamizing, or such other material as the council may order. If the owner of said railway or street railway shall fail or refuse to comply with the order of the council to make, reconstruct or repair such paving, graveling or macadamizing, such work may be done by the city, and the cost and expense thereof shall be assessed upon the real estate and personal property of said railway or street railway company within the corporate limits of said city, and against such railway or street railway company, in the manner hereinbefore provided for the assessment of such cost against abutting property and the owners thereof. [25 G. A., ch. 7, § 10; 23 G. A., ch. 9, § 1; 22 G. A., ch. 16, § 1; 20 G. A., ch. 20, § 6.]

The provision requiring paving of portions of the street outside of the tracks is not unconstitutional as applied to street railways incorporated when the statute only required pavement within its tracks. Such a change is within the power of the legislature with reference to the regulation of corporate franchises: *Sioux City St. R. Co. v. Sioux City*, 78-367; affirmed, 138 U. S., 98.

The provisions of this section are not invalid as applicable to a street car company whose franchise was granted before the law took effect: *Sioux City St. R. Co. v. Sioux City*, 78-742.

Under prior provisions, held, that it was optional with the city to require of a street railway company that it should bear the expense of paving its tracks, and if the city did not make such requirements an abutting property owner could not on that account claim that the assessment for such paving as against his property is void: *Lacey v. Marshalltown*, 68 N. W., 726.

Also, held, that the city could not charge upon a street railway which had acquired the right to occupy the street the proportionate expense of paving already done: *Oskaloosa St. R. and Land Co. v. Oskaloosa*, 68 N. W., 808. [See now the provisions of the next section.]

SEC. 835. Cost of paving already laid. Before any street railway company shall lay its tracks upon any street that has been paved, and which at the time is not being paved, it shall pay into the city treasury the value of all paving between its tracks, and one foot outside thereof, which value shall be determined by the city council, but in no case shall exceed the original cost of the paving, and the money thus paid shall be refunded to the abutting property owners on said street in proportion to the amounts originally assessed against the property abutting thereon.

SEC. 840. Enforcing assessment against railways and street railways. All special assessments made under this chapter against any railway or street railway shall be a debt due personally from such railway. Such special assessments and each installment thereof, and certificates issued therefor when due, may be collected in the district or superior court by action at law, in the name of the city or town against such railway or street railway, or the lien thereof enforced against the property of such railway or street railway, on or against which the same has been levied, by action in equity, at the election of the plaintiff; and in any action at law where pleadings are required, it shall be sufficient to declare generally for work and labor done, or materials furnished, on the particular street, avenue, alley or highway, the levy of the tax and non-payment of the same; and in any action in equity, it shall be sufficient

to aver the same matters, together with a particular description of the property, or parts thereof, against which such lien is sought to be enforced. Such action may be maintained in the name of the city or town, for the use of any person entitled thereto or any part thereof, upon filing a bond conditioned to pay all costs adjudged against the plaintiff and protect it from all liability therefrom or damages growing out of the same; the amount of the bond to be fixed by the court, or a judge thereof in vacation, and the sureties thereon to be approved by the clerk of said court. [20 G. A., ch. 20, § 3; 20 G. A., ch. 25, § 9; 17 G. A., ch. 162, § 4; 15 G. A., ch. 51, § 4; C. '73, § 478; R., § 1068.]

TITLE V, CHAPTER 10.

OF CONDEMNATION AND PURCHASE OF LAND.

SEC. 885. Donation of sites for depots. They, [cities and towns,] shall have power to acquire by purchase or condemnation for the purpose of donating and to donate to any railway company owning a line of railroad in operation or in process of construction in such city or town sufficient land for depot grounds, engine houses and machine shops for the construction and repair of engines, cars and other machinery necessary to the convenient use and operation said of railroad. [19 G. A., ch. 133, § 1.]

SEC. 886. Submission of question. Such donation or appropriation of funds to procure lands therefor can only be made upon a petition to the council, signed by a majority of the resident freehold taxpayers of the city or town, asking the same and fixing the sum which shall be thus appropriated. Upon the presentation of the petition, the council shall call a special election, at which the question of the proposed donation shall be submitted to the voters. The clerk shall prepare the ballots and the election shall be held in the manner provided for in the chapter on elections. If there shall be a two thirds majority in favor of the donation, the council shall determine the lands to be donated by metes and bounds, the amount to be appropriated for procuring the same, not exceeding the sum named in the petition, and in the name of the city or town may acquire the same by purchase, or by the payment of the estimated damages in case the same or any part thereof shall be taken in the name of the railway corporation under condemnation proceedings as authorized by law; and the council may also vacate and convey all streets and alleys within boundaries of such site, and prescribe the terms and conditions upon which the grant is made, which shall be binding upon the company accepting it; but land set apart as a public park, square or levee shall not be thus donated, nor shall lands occupied with buildings used for business purposes or private residences be appropriated under the provisions of this section, without the consent of the owner or owners first obtained. [Same, § 2.]

TITLE V, CHAPTER 14.

CITIES UNDER SPECIAL CHARTERS.

SEC. 955. Water and gas works—electric light and power plants—street railway and telephone franchises. Such cities shall have power to establish, erect, purchase, lease, maintain or operate, within or without the corporate limits, water works, gas works, electric light or electric power plants, with all the necessary reservoirs, mains, filters, streams, trenches, pipes, drains, poles, wires, burners, machinery, apparatus and other requisites of said works or plants; but no such works or plants shall be thus established, erected, purchased or leased unless a majority of the electors voting on such proposition shall vote in favor of the same, at a general or special election. They may also grant individuals or private corporations the authority to erect, maintain or purchase such works or plants, or railways, street railways or telephone systems, for the term of not more than twenty-five years, and may renew or extend the term of such grants for a period not exceeding twenty five years; but no exclusive franchise shall be thus granted, extended or renewed, and no franchise shall be granted or authorized, until after notice of the application therefor has been published once each week for four consecutive weeks in some newspaper published in such city. [23 G. A., ch. 11, § 1; 22 G. A., ch. 11, §§ 1, 2; 22 G. A., ch. 26; 14 G. A., ch. 78, §§ 2-5; C. '73, § 471.]

SEC. 956. Question submitted. The council may order any of the questions, including the granting to individuals or corporations authority to erect, maintain or purchase water or gas works, electric light or power plants, or street railway or telephone systems, provided in the preceding section, submitted to a vote at a general election, or at one specially called for that purpose; or the mayor shall submit said question to such vote upon the petition of twenty-five property owners of each ward in the city. Notice of such election shall be given in two newspapers published in said city, if there are two, if not, then in one, once each week for at least four consecutive weeks. The party asking for a renewal or extension of such franchise shall pay the cost incurred in holding such election. [22 G. A., ch. 11, § 4.]

SEC. 964. Railways and street railways to maintain culverts and drains. Such cities shall have power to order any railway or street railway to construct and maintain, under the direction and subject to the approval of the city engineer, culverts and drains across its right of way on any street, alley, highway or other public place as such council may deem necessary, and if any railway or street railway company neglect or refuse, for more than thirty days after such notice as may be prescribed by resolution, to comply with the requirements of any such order, the city may construct such culvert or drain and recover the cost thereof from such company.

TITLE VII, CHAPTER 1.

ASSESSMENT OF TAXES.

SEC. 1332. Line operated by railroad. No telegraph line shall be assessed which is owned and operated by any railroad company exclusively for the transaction of its business, and which has been duly reported as such in its annual report under the laws providing for the taxation of railroad property. [17 G. A., ch. 59, § 6.]

SEC. 1334. Railway companies On the first Monday in March in each year the executive council shall assess all the property of each railway corporation in the state, excepting the lands, lots, and other real estate belonging thereto not used in the operation of any railway, and excepting railway bridges across the Mississippi and Missouri rivers, and excepting grain elevators; and for the purpose of making such assessment its president, vice-president, general manager, general superintendent, receiver, or such other officer as the council may designate, shall, on or before the fifteenth day of February in each year, furnish it a verified statement, showing in detail, for the year ended December thirty-first next preceding:

1. The whole number of miles of railway owned, operated, or leased by such corporation or company within and without the state;

2. The whole number of miles of railway owned, operated, or leased within the state, including double tracks and side tracks, the mileage of the main line and branch lines to be stated separately, and showing the number of miles of track in each county;

3. A detailed statement, showing the amount of real estate owned or used by said railway in the operation thereof in each county within the state, including the right of way, roadbeds, bridges, culverts, depot grounds, station-houses, yards, section and tool-houses, roundhouses, machine and repair shops, water tanks, turntables, gravel beds and stone quarries, and for all other purposes, and the estimated value thereof, in such manner as may be required by the council;

4. A full and complete statement of the cost and actual present value of all the buildings of every description owned by said railway company within the state not otherwise assessed;

5. The total number of ties per mile used on all its tracks within the state;

6. The weight of rails per yard in main line, double tracks and side tracks;

7. The number of miles of telegraph lines owned and used within the state;

8. The total number of engines, and passenger, chair, dining, official, express, mail, baggage, freight, and other cars, including handcars and boarding cars used in constructing and repairing such railway, in use on its whole line, and the sleeping cars owned by it, and the number of each class on its line within the state, each class to be valued separately;

9. Any and all other movable property owned by said railway within the state, classified and scheduled in such manner as may be required by said council;

10. The gross earnings of the entire road, and the gross earnings in this state;

11. The operating expenses of the entire road, and the operating expenses within this state;

12. The net earnings of the entire road, and the net earnings within this state. [C. '73, §§ 810, 1317, 1318.]

Decisions under prior statutes: The sections relating to the taxation of railway property, *held* not unconstitutional as providing for the taxation of the property of a corporation otherwise than that of individuals: *Dubuque v. Chicago, D. & M. R. Co.*, 47-196.

But a former statutory provision releasing railway companies from payment of municipal taxes previously levied, *held* unconstitutional: *Davenport v. Chicago, R. I. & P. R. Co.*, 38-633.

However questionable may be the constitutionality of provisions exempting railway companies from all other burdens by the payment of a definite sum annually, whether that sum be greater or less than its share of taxation, it is clear that such an exemption does not render void the general tax levied on other property: *Muscotine v. Mississippi & M. R. Co.*, 1 Dillon, 536.

The order of the board of supervisors declaring the length of the main track and the assessed value of the railroad lying within each city, town, township, or lesser taxing district in the county, and transmitted to the city council or trustees of each city or incorporated town or township, becomes the basis for the levy of taxes upon the railroad property without such property being placed upon the assessment books of the township or city: *Sioux City & St. P. R. Co. v. Osceola County*, 45-168.

Although these sections relate to the assessment of the right of way, which is real property, and which, according to the general law as to assessments, would be assessed only once in two years, yet they are not unconstitutional, being applicable to all railway companies: *Central Iowa R. Co. v. Board of Supervisors*, 67-199.

The provisions of this section are applicable to railway bridges in general, but those of § 1342 apply to those therein mentioned: *Missouri Valley & B. R. & B. Co. v. Harrison County*, 74-283.

As to taxation of property not used in operating the road, and of railway bridges over the Mississippi or Missouri rivers, see § 1342.

As to taxation of railway property in general, see notes to § 1308.

SEC. 1335. Operating expenssss — amended statement. There shall not be included in said operating expenses any payments for interest or discount, or construction of new tracks except needed sidings, for raising or lowering tracks above or below crossings at grade in cities or towns, for new equipment except replacements, for reducing any bonded or permanent debt, nor for any other item of operating expenses not fairly and reasonably chargeable as such in railway accounts. The council may demand, in writing, detailed, explanatory and amended statements of any of the items mentioned in the preceding section, or any other items deemed by it important, to be furnished it by such railway corporation within thirty days from such demand, in such form as it may designate, which shall be verified as required for the original statement. The returns, both original and amended, shall show such other facts as the council, in writing, shall require. [C. '73, § 1318]

SEC. 1336. Valuation. The said property shall be valued at its actual value, and the assessments shall be made upon the taxable value of the entire railway within the state, except as otherwise provided, and shall include the right of way, roadbed, bridges, culverts, rolling stock, depots, station grounds, shops, buildings, gravel beds, and all other property, real and personal, exclusively used in the operation of such railway. In assessing said railway and its equipments, said council shall take into consideration the gross earnings per mile for the year ending January first, preceding, and any and all other matters necessary to enable said council to make a just and equitable assessment of said railway property. If a part of any railway is without this state, then, in estimating the value of its rolling stock and movable property, they shall take into consideration the proportion which the business of that part of the railway lying within the state bears to the business of the railway without this state. [C. '73, § 1319.]

SEC. 1337. Statement sent county auditors. On or before the twenty-fifth day of March of each year the council shall transmit to the county auditor of each county, through and into which any railway may extend, a statement showing the length of the main track within the county, and the assessed value per mile of the same, as fixed by a ratable distribution per mile of the assessed valuation of the whole property. [16 G. A. ch. 153; C. '73, § 1320.]

SEC. 1338. Levy and collection of tax. At the first meeting of the board of supervisors held after said statement is received by the county auditor, it shall cause the same to be entered on its minute book, and make and enter therein an order stating the length of the main track and the assessed value of each railway lying in each city, town, township or lesser taxing district in its county, through or into which said railway extends, as fixed by the council, which shall constitute the taxable value of said property for taxing purposes; and the taxes on said property, when collected by the county treasurer, shall be disposed of as other taxes. The county auditor shall transmit a copy of said order to the council or trustees of the city, town, or township. [C. '73, § 1321.]

The order of the board becomes the basis for the levy of taxes on railway property for all purposes, and the assessment need not be placed upon the assessor's books: *Sioux City & St. P. R. Co. v. Osceola County*, 45-168, 177.

The valuation upon which a railway company is to be taxed within any corporation or taxing district is to be determined from the number of miles of main track within the corporation or district, as determined by the order of the board of supervisors, and the value per mile as fixed by the executive council. The order of the board determining the number of miles of track is not, in any sense, an assessment of valuation, and the provision of statute exempting agricultural and horticultural lands lying within the limits of incorporated towns and cities from taxation for city purposes have no application to railway property. The taxes due from the railroad company for such purposes cannot be reduced by reason of the fact that the track runs for a portion of the way within the city limits through land that is not platted or laid out into lots: *Illinois Cent. R. Co. v. Hamilton County*, 73-313.

SEC. 1339. Rate. All such railway property shall be taxable upon said assessment at the same rates, by the same officers and for

the same purpose as the property of individuals within such counties, cities, towns, townships and lesser taxing districts. [C. '73, § 1322.]

SEC. 1340. Number of sleeping and dining cars. In addition to the matters required to be contained in the statement made by the company for the purpose of taxation, such statement shall show the number of sleeping and dining cars not owned by such corporation, but used by it in operating its railway in this state during each month of the year for which the return is made, the value of each car so used, and also the number of miles each month said cars have been run or operated on such railway within the state, and the total number of miles said cars have been run or operated each month within and without the state. [17 G A., ch. 114, § 1.]

CHAPTER XLIV, TWENTY-EIGHTH GENERAL ASSEMBLY.

ASSESSMENT OF TAXES.

S. F. 148.

AN ACT to amend section thirteen hundred and forty (1340) of the code, relating to the assessment of taxes.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. Statement to show average daily service. That section thirteen hundred and forty (1340) of the code be amended by adding thereto the following:

"Such statement shall show the average daily sleeping car and dining car service or wheelage operated on each part or division of the line or system within the state, designating the points on the lines where variations occur, with the mileage of that part having the same daily service or wheelage."

Approved March 21, 1900.

SEC. 1341. Assessment by executive council. The council shall, at the time of the assessment of other railway property for taxation, assess for taxation the average number of cars so used by such corporation each month, and the assessed value of said cars shall bear the same proportion to the entire value thereof that the monthly average number of miles such cars have been run or operated within the state shall bear to the monthly average number of miles such cars have been used or operated within and without the state. Such valuation shall be in the same ratio as that of the property of individuals, and shall be added to the assessed valuation of the corporation, fixed under the preceding section. [Same, §§ 2, 3.]

Prior provisions as to taxation of sleeping cars held constitutional, and not an interference with commerce: *Pullman Palace Car Co. v. Twombly*, 29 Fed., 658.

SEC. 1342. Real property of railways. Lands, lots and other real estate belonging to any railway company, not used exclusively in the operation of the several roads, and all railway bridges across the Mississippi and Missouri rivers, and grain elevators,

shall be subject to assessment and taxation on the same basis as property of individuals in the several counties where situated. [C. '73, § 808.]

The right of the railway company to use the government bridge over the Mississippi river at Davenport, held not taxable, except as railroad property under § 1334: *Chicago, R. I. & P. R. Co. v. Davenport*, 51-451.

The provisions of this section relate to the bridges mentioned, while those of § 1334 apply to other railway bridges. This section is not unconstitutional on the ground that it is not of uniform operation: *Missouri Valley & B. R. & B Co. v. Harrison County*, 74-283.

These bridges are to be taxed as bridges and not as a part of the railroad, whether owned by the railroad or by private individuals: *Chicago, M. & St. P. R. Co. v. Sabula*, 19 Fed., 177.

While the United States supreme court has decided that it is the duty of the Union Pacific Railroad Company to operate its whole line, including the bridge at Council Bluffs, yet so much of the bridge as is in Iowa may be taxed under the Code of Iowa as a bridge, and not merely the bridge as a part of the road, more especially since that railroad enjoins in relation thereto all the substantial franchises of a bridge company: *Union Pacific R. Co. v. Pottawattamie County*, 4 Dillon, 497.

The portion of a railway bridge over the Mississippi river between Iowa and Illinois which is taxable in Iowa is determined by the middle of the main navigable channel or channel most used and not by the middle of the great bed of the stream as defined by the banks of the river: *Chicago & N. W. R. Co. v. Clinton*, 88-188.

SEC. 1343. Water and gas works—electric plants—street railways. The lands, buildings, machinery and mains belonging to individuals or corporations operating water works or gas works; the lands, buildings, machinery, tracks, poles and wires belonging to individuals or corporations furnishing electric light or power; the lands, buildings, machinery, poles, wires, overhead construction, tracks, cables, conduits and fixtures belonging to individuals or corporations operating railways by cable or electricity, or operating elevated street railways; and the lands, buildings, tracks and fixtures of street railways operated by animal power, shall be listed and assessed in the assessment district where the same are situated. But where any such property except the capital stock is situated partly within and partly without the limits of a city or town, such portions of the said plant shall be assessed separately, and the portion within the said city or town shall be assessed as above provided, and the portion without the said city or town shall be assessed in the district or districts in which it is located. All the personal property of such individuals and corporations used or purchased by them for the purposes of such gas or water works, electric light plants, electric or cable railways, elevated street railways or street railways operated by animal power, including the rolling stock of such railways and street railways, and the animals belonging to such street railways operated by animal power, shall be listed and assessed in the assessment district where usually housed or kept. The actual value of the capital stock over and above that of the above listed property shall be listed and assessed as prescribed in section thirteen hundred and twenty-three hereof.

SEC. 1344. Roadbeds and highways. No real estate used by railway corporations for roadbeds shall be included in the assessment to individuals of the adjacent property, but all such real estate shall be the property of such companies for the purpose of taxation; nor shall any real estate occupied as a public road be assessed and taxed as part of adjacent lands. [C. '73, § 809.]

SEC. 1345. Express companies. Any person or persons, joint stock association, company or corporation conveying to, from or through this state, or any part thereof, money, packages, gold, silver, plate, or other articles by express on contract with any railroad or steamboat company, or the managers, lessees, agent or receiver thereof, not including railroad or steamboat companies engaged in the ordinary transportation of merchandise and property in this state, shall be deemed to be an express company. [26 G. A., ch. 32, § 1.]

SEC 1346. Statements. Every such express company shall, on or before the first Monday in May of each year, make and deliver to the auditor of state a statement, verified by the oath of the officer or agent making such report, showing the entire receipts for business done within this state of each agent of such company doing business in this state, for the year then next preceding the first day of March, for and on account of such company, including its proportion of gross receipts for business done by such company in connection with other companies; but nothing herein contained shall release such express companies from the assessment and taxation of their tangible property in the manner that other tangible property is assessed and taxed. Such company making statement of such receipts shall include as such all sums earned or charged for the business done within this state for such preceding year, whether actually received or not. Such statement shall contain an abstract of the amount received in each county, and the total amount received for all the counties. In case of the failure or refusal of such express company to make such statement before the first Monday of May, it shall then be the duty of each local agent of such express company within this state annually, between the first day of May and the first day of June, to make out and forward to the auditor of state a similar verified statement of the gross receipts of his agency for the year then next preceding the first day of March. When such statement is made, such express company shall, at the time of making the same, pay into the treasury of the state the sum of one dollar on each one hundred dollars of such receipts. And any such express company failing or refusing for more than thirty days after the first day of June in each year to render an accurate account of its receipts in the manner above provided, and to pay the required taxes thereon, shall forfeit one hundred dollars for each additional day such statement and payment shall be delayed, to be recovered by an action in the name of the state of Iowa on the relation of the auditor of state in any court of competent jurisdiction, and the attorney-general shall conduct such prosecution; and such express company so failing or refusing shall be prohibited from carrying on said business in this state until such payment is made. [Same, § 2.]

CHAPTER 45.

TAXATION OF EXPRESS COMPANIES.

S. F. 66.

AN ACT providing for the taxation of the property of express companies and repealing sections thirteen hundred and forty-five (1345) and thirteen hundred and forty-six (1346) of the code, and chapter thirty-one (31) of the acts of the Twenty-seventh General Assembly.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. Express companies—annual statement—what to contain. Every company engaged in conveying to, from, through, in or across this state, or in any part thereof, money, packages, gold, silver, plate, merchandise, or any other article, by express, under a contract, express or implied, with any railroad company, or the managers, lessees, agents, or receivers thereof, provided such company is not a railroad company, a freight line company, nor an equipment company, shall be deemed and held to be an express company within the meaning of this act; and every such express company shall on or before the first Monday in May, 1900, and annually thereafter between the first day of February and the first day of March, make out and deliver to the auditor of state a statement verified by the oath of an officer or agent of said company, making such statement, with reference to the first day of January next preceding, showing:

First.—The name of the company, and whether a corporation, partnership, or person, and under the laws of what state or country organized.

Second.—The principal place of business, and the location of its principal office and the name and postoffice address of its president, secretary, and superintendent or general manager and the name and postoffice address of its principal officers or managing agent in Iowa.

Third.—The total capital stock of said company; (a) authorized; (b) issued.

Fourth.—The number of shares of capital stock issued and outstanding, and the par face value of each share, and in case no shares of stock are issued in what manner the capital stock thereof is divided, and in what manner such holdings are evidenced.

Fifth.—The market value of said shares of stock on the first day of January next preceding, and if such shares have no market value then the actual value thereof; and in case no shares of stock have been issued state the market value, or the actual value, in case there is no market value of the capital thereof, and the manner in which the same is divided.

Sixth.—The real estate, buildings, machinery, fixtures, appliances, and personal property owned by said company and subject to local taxation within the state of Iowa, and the location and actual value thereof in the county, township, or district where the same is assessed for local taxation.

Seventh.—The specific real estate, together with the improvements thereon, and all bonds, mortgages, and other personal property owned by said company, situated outside of the state of Iowa, and used exclusively outside the conduct of the business, with a specific description of all bonds, mortgages, and other personal property, and the cash value thereof, the purposes for which the same are used, and where the same are kept or deposited, and each piece of real estate, where located, the purpose for which the same is used, and the actual value thereof, in the locality where situated.

Eighth.—All mortgages upon the whole or any part of its property, together with the dates and amounts thereof.

Ninth.—The total length of lines or routes over which the company transports such merchandise, freight, or express.

(b.) The total length of such lines or routes as are outside of the state of Iowa.

(c.) The length of such lines or routes within each of the counties, townships, and assessment districts within the state of Iowa.

SEC. 2. Statements—where and when filed—penalty. Upon the filing of such statements, the auditor of state shall examine each of them, and if he shall deem the same insufficient, or in case he shall deem that other information is requisite, he shall require such officer or agent to make such other and further statements as said auditor of state may call for. In case of the failure or refusal of any company to make out and deliver to the auditor of state any statement or statements required by this act, such company shall forfeit and pay to the state of Iowa one hundred dollars for each day such report is delayed beyond the first Monday in May, 1900, and the first Monday in March annually thereafter, to be sued and recovered in any proper form of action in the name of the state of Iowa, on the relation of the auditor of state, and such penalty when collected shall be paid into the general fund of the state.

SEC. 3 Assessment by executive council. The executive council shall meet on the first Monday in May, 1900, and on the first Monday in March in each year thereafter, at which meeting the auditor of state shall lay such statements, with such information as may have been furnished him, before said executive council, and it shall thereupon value and assess the property of such company, in the manner hereinafter set forth, after examining such statements, and after ascertaining the actual value of the property of such company therefrom, and from such other information as it may have or obtain. For that purpose the executive council may require such company, by its agents or officers, to appear before said council with such books, papers, or other statements as the council may require, or it may require additional statements to be made by such company, and may compel the attendance of witnesses, in case said council shall deem it necessary, to enable it to ascertain the actual value of such property; any such company interested may, upon written application, appear before the executive council at such meeting, and be heard in the matter of the valuation of the property of such company for taxation.

SEC. 4. Actual value—how ascertained. The executive council shall first ascertain the actual value of the entire property owned by said company, from said statements or otherwise for that purpose taking the aggregate market value of all shares of capital stock, in case said shares have a market value, and in case they have none taking the actual value thereof or of the capital of said company, in whatever manner the same is divided, in case no shares of capital stock have been issued; provided, however, that in case the whole or any portion of the property of said company, shall be encumbered by a mortgage or mortgages, such council shall ascertain the actual value of such property by adding to the market value or the aggregate shares of stock or to the value of the capital, in case there shall be no such shares, the aggregate amount of the market or cash value of such mortgage or mortgages, and the result shall be deemed and treated as the actual value of the property of such company. The executive council shall, for the purpose of ascertaining the actual value of the property within the state of Iowa, next ascertain, from such statements or otherwise, the actual value in localities where the same is situated, of the several pieces of real estate, and all bonds, mortgages, and other personal property situated without the state of Iowa, and used exclusively outside of the general business of such company, which said actual value shall be by the executive council deducted from the gross actual value of the property as above ascertained. The executive council shall next ascertain the actual value of the property of such company within the state of Iowa, and for that purpose may take into consideration the proportional value of the company's property without and within the state, and shall take, as a basis of the valuation of the company's property in this state, the proportion of the whole aggregate value of said company, as above ascertained after deducting the actual value of such real estate without the state, which the length of the routes within the state of Iowa bears to the whole length of the routes of such company, and such amount so ascertained shall be considered and taken to be the entire actual value of the property of said companies within the state of Iowa. From the entire actual value of the property within the state so ascertained, there shall be deducted by the said council the actual value of all the real estate, buildings, machinery, appliances, and personal property not used exclusively in the conduct of the business within the state that are subject to local taxation within the counties, townships, and other assessment districts as hereinbefore described in the sixth item of section one of this act.

SEC. 5. Actual value per mile—taxable value. The executive council shall thereupon ascertain the value per mile of the property within the state, by dividing the total value as above ascertained, after deducting the specific properties locally assessed within the state, by the number of miles within the state, and the result shall be deemed and held to be the actual value per mile of the property of such company within the state of Iowa. The assessed or taxable value shall be determined by taking that percentage

of the actual value so ascertained, as is provided by section thirteen hundred and five of the code, and such valuation and assessment shall be in the same ratio as that of the property of individuals.

SEC. 6. Assessment in each county—how certified. Said executive council shall thereupon, for the purpose of determining what amount shall be assessed by it to the said company, in each county of the state, through, across, into, or over which the route of said company extends, multiply the value per mile, as above ascertained, by the number of miles in each of such counties, as reported in said statements, or as otherwise ascertained, and the result thereof shall be by the said council certified to the auditor of state, who shall thereupon certify the same to the auditors respectively of the several counties through, into, over, and across which the routes of said company extend, together with a statement of the length of the routes in each township and assessment district in each county.

SEC. 7. Levy and collection of tax—rates, etc. At the first meeting of the board of supervisors held after such statement is received by the county auditor, it shall cause the same to be entered on its minute book and make and enter therein an order stating the length of the routes and the assessed value of each in each city, town, township, or other assessment district in its county, through or into which said routes extend, as fixed by the executive council, which shall constitute the taxable value of said property for taxing purposes, and the taxes on said property, when collected by the county treasurer, shall be disposed of as other taxes. The county auditor shall transmit a copy of said order to the councils of cities or towns, and to the trustees of each township, in the county. The county auditor shall also add to the value so apportioned the assessed value of the real estate, buildings, machinery, fixtures, appliances, and personal property not used exclusively in the conduct of the business situated in any township or assessment district as returned by the assessors thereof, and extend the taxes thereon upon the tax list as in other cases. All such property shall be taxable upon said assessment at the same rates, by the same officers, and for the same purposes as the property of individuals within such counties, townships, or assessment districts. The property so included in said assessment and the shares of stock in such companies so assessed shall not be taxed in this state except as provided in this act.

SEC. 8. Penalty. In case any such company shall fail or refuse to pay any taxes assessed against it in any county, township, or assessment district in the state, in addition to other remedies provided by law for the collection of taxes, an action may be prosecuted in the name of the state of Iowa by the county attorneys of the different counties of the state, on the relation of the auditors of the different counties of the state, and judgment in such action shall include a penalty of fifty per cent of the amount of the taxes so assessed and unpaid, together with reasonable attorney's fees for the prosecution of such action, which action may be prosecuted in any

county into, through, over, or across which the routes of any such company shall extend, or in any county where such company shall have an office or agent for the transaction of business.

SEC. 9. "Company" defined. The word "company," as used in this act, shall be deemed and construed to mean and include any person, co-partnership, association, corporation or syndicate that may own or operate, or be engaged in operating, any express route as herein defined, whether formed or organized under the laws of this state, any other state or territory, or of any foreign country.

SEC. 10. Acts in conflict repealed. The provisions of this act are intended to take the place of sections thirteen hundred and forty-five, and thirteen hundred and forty-six of the code, and such sections and each of them, and all other laws and parts of laws in conflict with this act are hereby repealed; provided, that all moneys now due the state on account of any assessment or charge made against any of such persons, co-partnerships, associations, corporations, or syndicates, and all penalties and charges thereon growing out of any of said repealed section[s], shall be paid and collected under the provisions of said repealed sections, the same as if said sections were not repealed, and it is hereby expressly provided that all rights of the state now accrued under said sections are hereby saved from the operation of the aforesaid repealing clauses.

SEC. 11. In effect. This act, being deemed of immediate importance, shall take effect and be in force from and after its publication in the Iowa State Register and Des Moines Leader, newspapers published at Des Moines, Iowa.

Approved April 7, 1900.

I hereby certify that the foregoing act was published in the Des Moines Leader April 13, 1900, and in the Iowa State Register April 14, 1900.

G. L. DOBSON,
Secretary of State.

SEC. 1357. Refusal to furnish statement. If any corporation or person refuse to furnish the verified statements in this chapter required, or to list his property, or to take or subscribe the oath in this chapter required, the executive council, or assessor, as the case may be, shall proceed to list and assess such property according to the best information obtainable, and shall add to the taxable valuation one hundred per cent. thereof, which valuation and penalty shall be separately shown, and shall constitute the assessment; and if the valuation of such property shall be changed by any board of review, or on appeal therefrom, a like penalty shall be added to the valuation thus fixed. [17 G. A. ch. 59, § 7; C. '73, §§ 823, 1318; R., § 734.]

SEC. 1358. False statement. Any person making any verified statement or return, or taking any oath required by this chapter, who knowingly makes a false statement therein, shall be guilty of perjury.

TITLE VIII, CHAPTER 3.

OF FERRIES AND BRIDGES.

SEC. 1582. Railway bridges across boundary rivers. Any railway or bridge company incorporated under the laws of the state, or of Wisconsin, Illinois, Nebraska, Kansas or South Dakota, may construct a railway bridge across the Mississippi, Missouri or Big Sioux river, connecting with the eastern or western terminus, as the case may be, of any railway terminating on the Iowa bank of either of said rivers, at such place as shall be designated therefor by the board of supervisors of the county wherein such terminus is made, and extending toward a point on the opposite bank that may be selected by such company. [C. '73, § 1081.]

SEC. 1583. Plan to be approved. No bridge shall be built under the provisions of the preceding section, until the plan thereof has been submitted to and approved by the board of supervisors of the county in which the bridge is to be partly located. [C. '73, § 1082.]

SEC. 1585. Railway ferry. Any such company may establish a ferry across any of said rivers at or near the terminus of its road, for the sole purpose of crossing the freight and passengers of such roads until the bridge is ready for use. [C. '73, § 1084.]

SEC. 1586. Obstruction of navigation. No bridge erected under the provisions of this chapter shall be so located or constructed as to unnecessarily impede, injure or obstruct the navigation of said rivers. [C. '73, § 1035.]

SEC. 1587. Bonds and stock. Any such company may issue its bonds or obligations for an amount not exceeding the cost of such bridge, and of its roads in the state, and may secure the payment thereof by a mortgage on the same, and issue certificates of common and preferred stock; the preferred stock to be only on condition that the holders of the common stock give their written consent thereto. [C. '73, § 1036.]

SEC. 1588. Resident director—process. Any company acting under the provisions of this chapter shall elect at least one director who shall be a citizen of and reside in this state, and such company shall be liable to be sued in any court of competent jurisdiction, and service of original notice on said resident director shall be sufficient notice to the company of the pendency of the action. [C. '73, § 1037.]

SEC. 1589. Ferries—license. The board of supervisors may grant such ferry licenses as may be needed within its county, for a period not exceeding ten years, and prescribe the rates of ferriage, as well as the hours of the day or night during which the ferry must be attended, both of which may, from time to time, be changed at the discretion of the board. [C. '73, §§ 1011-12; R., §§ 1200-1; C. '51, §§ 712, 713.]

The rights of a riparian owner, at common law and under the statute, in relation to a ferry franchise, discussed; and held that a stranger has no right to land ferry-boats upon the soil of such owner, nor can he use a highway laid out across

the land of such owner, without compensation to him: *Prosser v. Wapello County*, 18-327; *Prosser v. Davis*, 18-367.

A ferry franchise is not lost by the death of the party to whom it is granted, but passes to his personal representatives: *Lippencott v. Allander*, 27-480.

The revocation of a ferry license by a board of supervisors may be appealed from: *Lippencott v. Allander*, 25-445.

SEC. 1590. Exclusive privilege. In granting a ferry license, the board of supervisors may make the privilege granted exclusive for a distance not exceeding one mile in either direction from it. After twenty days' notice to the person who has obtained such privilege, if it is made to appear to the board that the public good requires other ferries, a new license may issue therefor. The notice required must be served personally upon the owner, or on the person in charge of the ferry boat. [C. '73, § 1018; R., § 1202; C. '51, § 714.]

Grants of exclusive ferry licenses, even over navigable streams as the Mississippi river are upheld on grounds of public necessity or advantage: *Burlington, etc., Ferry Co. v. Davis*, 48-133; *United States ex. rel. v. Fanning*, Mor. 348.

The grant of a ferry franchise necessarily implies the right to exclusive privileges within the prescribed limits: *Phillips v. Bloomington*, 1 G. Gr., 498.

If a ferry license does not purport to confer an exclusive privilege, an exclusive right cannot be inferred: *McEwen v. Taylor*, 4 G. Gr., 532.

The use of a navigable river for a public highway is of paramount importance and will prevail over a privilege granted for a ferry. If the mode of operating the ferry is such as to encroach upon the free navigation of the stream, the owner of the ferry must yield to such free navigation, although the owner of a boat navigating the stream would be liable for any wilful injury done to the ferry: *Steamboat Globe v. Kurtz*, 4 G. Gr., 433.

A person not possessing a franchise may, within the limits of an exclusive franchise granted to the owner of the ferry, transport his own teams and conveyances, for instance, where he is a carrier of the United States mails, but he cannot make such private individual right the medium or cover for carrying passengers whose transportation legally belongs to the owner of the franchise: *Weld v. Chapman*, 2-524.

SEC. 1591. Preference. In granting a ferry license, preference must be given to the keeper of a previous ferry at the same point, and, if a new one, to the owner of the land; but if there is none such, or if, after giving the same notice as is required by the last section, he fails to make application therefor, or if, in the opinion of the board, he is an improper person to receive the same, it may be conferred on any other proper applicant. [C '73, § 1014; R., § 1203; C. '51, § 715.]

SEC. 1592. Between different counties. Where the opposite shores of a stream are in different counties, a license from either is sufficient, and the board of supervisors first exercising jurisdiction by granting a license will retain it during the term of such license. [C. '73, § 1015; R., § 1204; C. '51, § 716.]

SEC. 1593. Between different states. Where but one shore of the river is within this state, the board of supervisors possesses the same power, so far as it is concerned, as though the river lay wholly within this state. [C. '73, § 1016; R., § 1205; C. '51, § 717.]

In such case the grant of a franchise gives no rights beyond the limits of the state: *Weld v. Chapman*, 2-524; *Burlington, etc., Ferry Co. v. Davis*, 48-133.

SEC. 1594. Bond. The board of supervisors, upon being satisfied that the requirements of this chapter have been complied with, and that a ferry is needed at such place, and that the applicant is a suitable person to keep it, must grant the license; which, however, shall not issue until the applicant files a bond, with sureties to be approved by the board or auditor, in a penalty not less than one hundred dollars, with the condition that he will keep the ferry in proper condition for use, and attend the same at all times fixed by the board for running it; that he will neither demand nor take any illegal tolls; and that he will perform all other duties which are or may be enjoined on him by law, which shall be filed in the county auditor's office. [C. '73, § 1017; R., § 1207; C. '51, § 719.]

SEC. 1595. Public business—mail. Every ferryman must transport the public expresses of the United States, and of this state, and the United States mail, at all hours. [C. '73, § 1018; R., § 1209; C. '51, § 721.]

A public ferryman is a common carrier and charged with the duties and liabilities of such: *Skimmer v. Merry*, 23-99.

SEC. 1596. License recorded. All licenses for ferries and toll bridges must be entered upon the records of the board of supervisors, and shall contain the rates of toll allowed. [C. '73, § 1019; R., § 1208; C. '51, § 720.]

SEC. 1597. Posting rates. The rates of toll must be conspicuously posted up at each extremity of the bridge, or, if a ferry, on the boat, door of the ferry house, or some other conspicuous place near the ferry. [C. '73, § 1020; R., §§ 1210, 1220; C. '51, §§ 722, 732.]

SEC. 1598. Penalty. The failure to have such list posted up as above provided will justify any person in refusing the payment of tolls, and where such failure is habitual, the proprietor of such bridge or ferry shall be liable to pay a penalty of twenty-five dollars, to be recovered in the name of the county against him, or against him and the sureties on his bond; which amount, when recovered, shall be paid into the county treasury and credited to the school fund. [C. '73, § 1021; R., §§ 1211, 1220; C. '51, §§ 723, 732.]

SEC. 1599. Notice of application. Before a license can be granted for either a bridge or ferry, notice thereof must be posted up in at least three public places on each side of the river, if both are within the state, and in the township and neighborhood in which the proposed bridge or ferry is to be erected or kept, at least twenty days prior to the making of such application. [C. '73, § 1022; R., §§ 1206, 1219; C. '51, §§ 718, 731.]

SEC. 1600. Penalty for taking illegal toll. The taking of illegal toll by any licensee shall subject the offender to a penalty of twenty-five dollars for every such offense, to be recovered by action on his bond, or against him individually, by the person who paid the illegal toll, for his own benefit; or he may bring an action in the name of the county, in which case the proceeds shall go to the county treasurer. [C. '73, § 1023; R., § 1236; C. '51, § 748.]

SEC. 1601. Forfeiture. A failure in other respects to substantially comply with the terms fixed by the board shall work a for-

feiture of any of the licenses herein authorized, and shall subject the party guilty of such failure to damages for all injury resulting therefrom, for which he shall be liable on his bond. [C. '73, § 1024; R., § 1237; C. '51, § 749.]

SEC. 1602. Refusal to pay tolls—penalty. Any person who refuses to pay the regular tolls established and posted up in accordance with the provisions of this chapter, or who shall run through or pass around the toll gates with a view of avoiding their payment, shall forfeit the sum of five dollars for every offense, which, together with costs, may be recovered by the person entitled to such toll; but nothing herein contained shall prevent a person from fording a stream across which a toll bridge or ferry has been constructed. [C. '73, § 1025; R., § 1238; C. '51, § 750.]

SEC. 1603. Rules established. The proprietor of any bridge or ferry authorized by this chapter may establish reasonable rules for the regulation of passengers, travelers, teams and freight passing or traveling thereon. [C. '73, § 1026; R., § 1239; C. '51, § 751.]

SEC. 1604. Franchise sold. Any of the franchises contemplated in this chapter are subject to execution, and may be sold as personal property, and be subject to the same rights and consequences, except that the purchaser may take immediate possession of the property, and the sale thereof shall carry with it all the material, implements, rights of way and works of whatever kind necessary for or ordinarily used in the exercise of such franchise. [C. '73, §§ 1027–8; R., §§ 1240–1; C. '51, §§ 752–3.]

SEC. 1605. Free ferry. Nothing in this chapter contained shall be so construed as to prevent any company, person, city, town or village from establishing a free ferry at any point where a license to keep a ferry has been granted, but when such free ferry is established, such company, person, city, town or village shall pay a reasonable compensation to the persons owning the same for all boats, ropes and other material, if the same be fit for use; and when a free ferry is established at a point at or near where a license has been granted to an individual, such individual shall be exonerated from any further obligation to maintain it. Bond and security shall be given in like manner by the person or company establishing the free ferry as required in this chapter. [C. '73, § 1029; R., § 1245; C. '51, § 757.]

SEC. 1606. Mill owners. Nothing in this chapter shall be so construed as to prevent owners of mills from crossing themselves or customers free of charge. [C. '73, § 1030; R., § 1246; C. '51, § 758.]

TITLE IX, CHAPTER 1.

CORPORATIONS FOR PECUNIARY PROFIT.

SEC. 1637. Foreign corporation—filing articles—process. Any corporation for pecuniary profit, other than for carrying on mercantile or manufacturing business, organized under the laws of another state, or of any territory of the United States, or of any foreign country, which has transacted business in the state of Iowa

since the first day of September, 1886, or desires hereafter to transact business in this state, and which has not a permit to do such business, shall file with the secretary of state a certified copy of its articles of incorporation, duly attested, accompanied by a resolution of its board of directors or stockholders authorizing the filing thereof, and also authorizing service of process to be made upon any of its officers or agents in this state engaged in transacting its business, and requesting the issuance to such corporation of a permit to transact business in this state; said application to contain a stipulation that such permit shall be subject to the provisions of this chapter. Before such permit is issued, the said corporation shall pay to the secretary of state the same fee required for the organization of corporations in this state, and if the capital of such corporation is increased, it shall pay the same fee as is in such event required of corporations organized under the law of this state. Any corporation transacting business in this state prior to the first day of September, 1886, shall be exempt from the payment of the fees required under the provisions of this section. The secretary of state shall thereupon issue to such corporation a permit, in such form as he may prescribe, for the transaction of the business of such corporation, and upon the receipt of such permit said corporation shall be permitted and authorized to conduct and carry on its business in this state. Nothing in this section shall be construed to prevent any foreign corporation from buying, selling and otherwise dealing in notes, bonds, mortgages and other securities. [21 G. A. ch., 76, § 1.]

SEC. 1638. Permit. No foreign corporation which has not in good faith complied with the provisions of this chapter and taken out a permit shall possess the right to exercise the power of eminent domain, or exercise any of the rights and privileges conferred upon corporations, until it has so complied herewith and taken out such permit. [Same, § 2.]

SEC. 1639. Penalty. Any foreign corporation that shall carry on its business in violation of the provisions of this chapter in the state of Iowa, by its officers, agents or otherwise, without having complied with this statute and taken out and having a valid permit, shall forfeit and pay to the state, for each and every day in which such business is transacted and carried on, the sum of one hundred dollars, to be recovered by suit in any court having jurisdiction; and any agent, officer or employe who shall knowingly act or transact such business for such corporation when it has no valid permit as provided herein, shall be guilty of a misdemeanor, and for such offense shall be fined not to exceed one hundred dollars, or be imprisoned in the county jail not to exceed thirty days, or by both such fine and imprisonment, and pay all costs of prosecution. Nothing contained in this chapter shall relieve any person, company, corporation, association or partnership from the performance of any duty or obligation now enjoined upon or required of it, or from the payment of any penalty or liability created by the statutes heretofore in force, and all foreign corporations, and the officers and agents thereof, doing business in this state shall be subject to all the

liabilities, restrictions and duties that are or may be imposed upon corporations of like character organized under the general laws of this state, and shall have no other or greater powers. [Same, § 4.]

Where an Iowa corporation and a Nebraska corporation were organized to operate a joint enterprise and the Iowa corporation transferred its interest in the enterprise to the Nebraska corporation, which continued to operate the business in Nebraska and Iowa, *held*, that the Nebraska corporation was guilty of a violation of this statute in failing to procure a license under which to carry on the enterprise in Iowa, but that in view of the fact that it appeared not to have acted in bad faith it should have a reasonable time in which to comply with the statute before being ousted of its privileges and franchises: *State v. Omaha & C. B. R. & B. Co.*, 91-517.

The original statute containing a provision that the license should be forfeited on removal of a suit by the corporation to a federal court, *held* unconstitutional for the reason that it made the stipulation not to remove cases to the federal courts a condition for obtaining the permit to do business: *Barron v. Burnside*, 121 U. S., 186.

SEC. 1640. Dissolution—receiver. Courts of equity shall have full power, on good cause shown, to dissolve or close up the business of any corporation, and to appoint a receiver therefor, who shall be a resident of the state of Iowa. An action therefor may be instituted by the attorney-general in the name of the state, reserving, however, to the stockholders and creditors all rights now possessed by them.

SEC. 1641. Ownership of property. Corporations organized in any foreign country, or corporations organized in this country the stock of which is owned in whole or in part by aliens or non residents, shall have the same rights, powers and privileges with regard to the purchase and ownership of real estate in this state as are granted to nonresident aliens in section twenty-eight hundred and ninety, chapter one, title fourteen, of this code.

TITLE X, CHAPTER 2. .

LEVEES, WATER COURSES, ETC.

SEC. 1948. Nuisance. Any ditch, drain or water course which is now or may hereafter be constructed so as to prevent the surplus and overflow waters from the adjacent land from entering the same, is hereby declared a nuisance, and the same may be abated as such; and the diverting, obstructing, impeding, or filling up of such ditches, drains, or water courses, or breaking down of such levees in any manner by any person, without legal authority, is hereby declared a nuisance, criminally punishable as such. [21 G. A., ch. 139; 19 G. A., ch. 44, § 7; 16 G. A., ch. 140, § 4; C. '73, §§ 1214, 1216.]

SEC. 1951. Levees, ditches or drains in public highway. Levees, ditches, drains and embankments may be located and constructed within the limits of public highways, on either or both sides of and along the same, to be so built as not materially to interfere with the public travel thereon, by taxation and assessment under the provisions of this chapter, and, when constructed, shall be under the control of the board of supervisors of the county in which they are situated; and it shall have power to grant a right of way thereon

to any railway that will maintain them while used by it, subject to any claim for damages against the company in any condemnation proceedings which shall be instituted, and the damages awarded, paid, or secured to be paid before possession shall be given, but the county shall not be required on account thereof or otherwise to keep up such improvements at its expense. [20 G. A., ch. 186, § 1.]

The board acquires jurisdiction of the proceedings to establish such drainage within the territory and through the land in question as it deems proper to effect the object of reclaiming all swamp and overflowed land in the locality to be drained: *Butts v. Monona County*, 69 N. W., 284.

If the right of appeal exists when the tax is levied the statute is not unconstitutional as to such tax: *Ibid.*: *Yeomans v. Riddle*, 84-147.

TITLE X, CHAPTER 4.

OF TAKING PRIVATE PROPERTY FOR WORKS OF INTERNAL IMPROVEMENT.

SEC. 1995. By railway—limit of. Any railway corporation organized in this state, or chartered by or organized under the laws of the United States or any state or territory, may take and hold under the provisions of this chapter so much real estate as may be necessary for the location, construction and convenient use of its railway, and may also take, remove and use for the construction and repair of said railway and its appurtenances, any earth, gravel, stone, timber or other materials on or from the land so taken. The land so taken, otherwise than by the consent of the owners, shall not exceed one hundred feet in width, except for wood and water stations, unless where greater width is necessary for excavation, embankment or depositing waste earth. [17 G. A., ch. 126; C. '73, § 1241; R., § 1314.]

Provisions constitutional: The use for which land appropriated for a right of way is taken is a public one although it is for private profit, and the provisions authorizing the taking of private property for such purpose upon compensation being made are therefore constitutional: *Stewart v. Board of Supervisors*, 30-9.

Nature and extent of right: The railway company procuring the right of way is the owner of its right of way so long as it is used for railway purposes, and the owner of the land taken has no right to go thereon for the construction of fences or other purposes: *Heskett v. Wabash, St. L. & P. R. Co.*, 41-467.

The company may take, remove and use for the construction and repair of its railway and appurtenances any earth, gravel, stone, timber or other material on or from the land condemned, and is not limited as to the quantity of such materials to be used in the construction and repair of its road. The limitation to so much as is necessary implied under this section relates to the quantity of land to be taken: *Winklemans v. Des Moines N. W. R. Co.*, 62-11.

It would seem that the company may sink wells on its right of way, for the purpose of supplying its engines with water, and would not be liable in damages for thus diverting percolating water from a spring upon the adjoining land of the person granting the right of way: *Hougan v. Milwaukee & St. P. R. Co.*, 35-55.

Timber standing upon the property taken for right of way, other than that necessary for the construction of the railway, remains the property of the owner of the land: *Preston v. Dubuque & P. R. Co.*, 11-15.

The statute by express language authorizes the taking of material for the construction and use of the railway, but under a right of way deed granting an easement "for all purposes connected with the construction, use and occupation of the railway," held, that the railway company was not authorized to take sand for

use in constructing a roundhouse, but the owner might take such sand so far as not interfering with the use of the land for railroad purposes: *Vermilya v. Chicago, M. & St. P. R. Co.*, 66-606.

By the condemnation proceedings a corporation acquires the right to the exclusive use of the surface of the land, and the condemnation is made on the theory that this use of the surface will be perpetual: *Hollingsworth v. Des Moines & St. L. R. Co.*, 63-443; *Cummings v. Des Moines & St. L. R. Co.*, 63-397; *Clayton v. Chicago, I. & D. R. Co.*, 67-238.

The conveyance to a railway of a right of way conveys only an easement: *Brown v. Young*, 69-625.

Constitutes an incumbrance: The right of way over land for a railway is an incumbrance for which a grantee of the land may recover on a covenant against incumbrances, although he knew of the existence of such right of way at the time of purchasing: *Barlow v. McKinley*, 24-69; *Jerald v. Elly*, 51-321; *Flynn v. White Breast Coal, etc., Co.*, 72-738.

The doctrine that the right of way for a railroad is an encumbrance on the premises from which it is taken for which a grantee may recover under a warranty deed though he has knowledge of such incumbrance is not applicable to a public highway: *Harrison v. Des Moines & Ft. D. R. Co.*, 91-114.

The mere use and exercise of a right of way over the property is not sufficient to establish such right or raise a presumption of its existence: *Jerald v. Elly*, 51-321.

Subject to foreclosure proceedings: Where a railway company takes a deed for a right of way, and enters into possession pending foreclosure proceedings against the property, it is bound by decree and sale thereunder, though not made a party: *Jackson v. Centerville, M. & A. R. Co.*, 64-292.

Width which may be taken: Under the statutory provision allowing the condemnation of a strip of land one hundred feet in width, the company is not limited to fifty feet on each side of its tracks, but the track may be located anywhere on the tract taken: *Stark v. Sioux City & P. R. Co.*, 43-501.

Additional width: Where a company has the power to build an additional lateral road auxiliary to the original road, the construction and maintenance of which is possible only upon an independent right of way, the right of way statute, limiting the width of right of way to one hundred feet, does not prevent the condemnation of land for such additional road; and the same power may be exercised by another corporation, even though it derives all its means from the first, and builds the road with the express design of leasing it: *Lower v. Chicago, B. & Q. R. Co.*, 59-563.

Where a company entered into possession of and constructed its road over a right of way thirty feet in width acquired by deed, and subsequent proceedings to condemn a right of way seventy feet wide were instituted, *held*, that the subsequent proceedings must be considered as intended to secure a right of way in addition to that acquired by deed: *Gray v. Burlington & M. R. R. Co.*, 37-119.

When a railway company applies for a hundred feet or less in width for a right of way it must be conclusively presumed that the amount applied for is necessary, and the fact that the company owns land on one side of such right of way will not limit the amount which it may condemn: *Stark v. Sioux City & P. R. Co.*, 43-501.

Depot grounds: Under a previous statute, *held*, that a company had no right to condemn additional land for depot grounds, and that therefore any proceedings for that purpose might be enjoined: *Forbes v. Delashmutt*, 68-164. See now § 1998.

Use by another road: Where right of way over land has been acquired by one railroad the owner cannot have an injunction against another road for using such right of way under agreement with the road to which it belongs: *Holbert v. St. Louis, K. C. & N. R. Co.*, 38-315.

Appropriation of right of way by another company: The easement acquired by a railroad company is acquired to public use, and is in the nature of a grant from the state for the use and purposes provided by law, and when the company fails to carry out the purposes of the grant the legislature may transfer the easement to another company upon making compensation to the former company: *Noll v. Dubuque, B. & M. R. Co.*, 32-66; *Central Iowa R. Co. v. Moulton & A. R. Co.*, 57-249.

Transfer to another road: Where a right of way has been deeded to one railway company in consideration of the benefit to be derived from the construction of its line, such right of way cannot be transferred by that company to another proposing to construct a different line not running in the same direction: *Crosbie v. Chicago, I. & D. R. Co.*, 62-189.

Who entitled to condemn: It is sufficient under the statute to allege that the party seeking to secure a right of way is a corporation duly organized, and engaged in building a railroad: *Chicago, N. & S. W. R. Co. v. Mayor of Newton*, 36-299.

A foreign corporation could not, before the amendment of this section, procure right of way by condemnation proceedings, and might be restrained by injunction from using property for right of way until the right was in some other manner procured: *Holbert v. St. Louis, K. C. & N. R. Co.*, 45-23.

Before the change in the statute allowing foreign corporations to condemn land for right of way, *held*, that where nothing appeared to the contrary it would be presumed that the condemnation was properly made on behalf of the corporation duly authorized to institute the proceedings: *Kostendader v. Pierce*, 37-645.

Horse railways: The provisions for condemning right of way for the use of railway companies are applicable to railways operated by animal power as well as those operated by steam: *Clinton v. Clinton & L. H. R. Co.*, 37-61.

Railways in cities: By § 767 the method of assessing damages for right of way is made applicable to damages caused to abutting owners from the construction of a railway upon the streets of a city, and such proceedings can be instituted only by the company, and not by the property owner, who may have an action for damages without regard to the method of assessment thus provided: *Mulholland v. Des Moines, A. & W. R. Co.*, 60-740.

Further as to the right of railway companies to construct their tracks over the streets of cities and towns, see notes to § 767.

Parol license: Where the company by parol license enters upon ground to construct its railway the subsequent payment of the damages assessed gives it an easement by contract, which, though arising upon parol, cannot be revoked: *Slocumb v. Chicago, B. & Q. R. Co.*, 57-675.

In such case a subsequent purchaser takes subject to the right of way, whatever it is, if it does not exceed the statutory width, and cannot set up non-user by the company of a portion, and adverse possession thereof, to defeat its rights: *Ibid.*

Presumption: Where a railway company is conceded to be in rightful possession of a right of way it will be presumed that it has an easement acquired either by condemnation or purchase: *Drake v. Chicago, R. I. & P. R. Co.*, 63-302.

Subsequent condemnation: Where the compensation for the right of way has not only been agreed upon, but also paid to the land owner by the corporation and he has conveyed the right of way, proceedings to condemn such right of way cannot be instituted, and would be entirely void for want of jurisdiction: *Council Bluffs & St. L. R. Co. v. Bentley*, 62-446.

In an action against a railroad by an adjacent owner for damages for the occupation of a street in which such adjacent owner holds the fee, it is error to reject a deed from such owner to the company for right of way over his premises: *Frith v. Dubuque*, 45-406.

The occupation of premises taken for right of way cannot be enjoined for failure to pay therefor under proceedings which have been declared void where the company has a deed granting it a right of way substantially the same as that occupied: *Bentley v. Wabash, St. L. & P. R. Co.*, 61-229.

Where a railway company having a right of way thirty feet in width instituted proceedings to condemn a right of way seventy feet in width, *held*, that such proceedings must be considered as intended to secure an additional right of way, and that payment of the damages assessed in such proceedings did not cancel the obligation entered into by the company accepting the deed: *Gray v. Burlington & M. R. R. Co.*, 37-119.

SEC. 1996. For reservoirs. It may also take and hold additional real estate at its water stations, for the purpose of constructing dams and forming reservoirs of water to supply its engines.

Such real estate shall, if the owner requests it, be set apart in a square or rectangular shape, including all the overflowed land, by the commissioners as hereafter provided; but the owner of the land shall not be deprived of access to the water or use thereof, in common with the company, on his own land. And the dwelling, out-house, orchards, and gardens of any person shall not be overflowed or otherwise injuriously affected by any proceeding under this section. [C. '73, § 1242.]

SEC. 1997. Pipes. Any such railway corporation may lay down pipes through any land adjoining the track of the railway, not to a greater distance than three-fourths of a mile therefrom, unless by consent of the owners of the land through which the pipes may pass beyond that distance, and maintain and repair such pipes, and thereby conduct water for the supply of its engines from any running stream; and shall, without unnecessary delay after laying down or repairing such pipes, cover the same so as to restore the surface of the land through which they may pass to its natural grade, and, as soon as practicable, replace any fence that it may be necessary to open in laying down or repairing such pipes; and the owner of the land through which the same may be laid shall have a right to use the land through which such pipes pass in any manner so as not to interfere therewith. Said pipes shall not be laid to any spring, nor be used so as to injuriously withdraw the water from any farm. Such corporation shall be liable to the owner of any such land for any damages occasioned by laying down, regulating, keeping open or repairing such pipes, to be recoverable, from time to time, as they may approve. [C. '73, § 1243.]

SEC. 1998. Additional depot grounds. Any railway corporation owning or operating a completed railway shall have power to condemn lands for necessary additional depot grounds in the same manner as is provided by law for the condemnation of the right of way. Before any proceedings shall be instituted therefor, the company shall apply to the railway commissioners, who shall give notice to the land owner, and examine into the matter, and report by certificate, to the clerk of the district court in the county in which the land is situated, the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of such company; whereupon the company shall have the power to condemn the lands so certified by the commissioners. [20 G. A., ch., 190, § 1.]

The railroad commissioners are authorized to allow the condemnation of additional land for depot purposes although there be no depot or station yet established at that place, and therefore as yet no "depot grounds:" *Jager v. Dey*, 80-23.

It is competent for a city to extend a street through the depot grounds of the railroad company, under proceedings for condemnation: *Chicago, M. & St. P. R. Co. v. Starkweather*, 66 N. W., 87.

CHAPTER 70, TWENTY-EIGHTH GENERAL ASSEMBLY.

CONDEMNATION OF ADDITIONAL GROUNDS FOR RAILWAY PURPOSES.

S. F. 274.

AN ACT to amend section nineteen hundred and ninety-eight (1998) of the code, relating to condemnation of additional ground for railway purposes.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. Additional grounds for yards, etc. That section nineteen hundred and ninety-eight (1998) of the code be amended by inserting in the third line thereof after the word "grounds" the following words: "Or yards, for additional or new right of way for constructing double track, reducing or straightening curves, changing grades, shortening or relocating portions of the line, for excavations, embankments, or places for depositing waste earth." And by striking out after the word "for" in the ninth line the words, "the reasonable transaction of the business," and insert in lieu thereof the words, "such purposes."

SEC. 2. In effect. This act, being deemed of immediate importance, shall take effect and be in force from and after its publication in the Iowa State Register and the Des Moines Leader, newspapers published in Des Moines, Iowa.

Approved April 3, 1900.

I hereby certify that the foregoing act was published in the Iowa State Register and the Des Moines Leader, April 5, 1900.

G. L. DOBSON,
Secretary of State.

SEC. 1999. Manner of condemnation. If the owner of any real estate necessary to be taken for either of the purposes mentioned in this chapter refuses to grant the right of way or other necessary interest in said real estate required for such purposes, or if the owner and the corporation cannot agree upon the compensation to be paid for the same, the sheriff of the county in which such real estate may be situated shall, upon written application of either party, appoint six freeholders of said county, not interested in the same or a like question, who shall inspect said real estate, and assess the damages which said owner will sustain by the appropriation of his land for the use of said corporation, and make report in writing to the sheriff of said county; and, if the corporation shall, at any time before it enters upon said real estate for the purpose of constructing said railway, pay to the sheriff, for the use of the owner, the sum so assessed and returned to him as aforesaid, it may construct and maintain its railway over and across such premises. [C. '73, §§ 1244-5; R., §§ 1317-18.]

Measure of damages: The damages contemplated are the "just compensation" provided for by Const., art. I, § 18. The owner is to have a fair equivalent in money for the injury done him by the taking of his property. It is the right of way which is appropriated, not the fee in the land; but the right of way is such as is peculiar to a railroad, and is the right to all freedom in locating, constructing, using and repairing such road and its appurtenances, and taking and

using for that purpose only, any earth, gravel, stone, timber, etc., on or from the land taken, and the right to make cuts, embankments, etc., and includes the rights incident to rapid locomotion as against the owner of the fee. It seems that the right of way is intended to be in perpetuity: *Henry v. Dubuque & P. R. Co.*, 2-288.

The question as to the proper measure of damages in such cases discussed and the true measure declared to be the difference between the market value of the land entire, and its market value after the right of way is carved out: *Ibid.*; *Sater v. Burlington, etc., Plank Road Co.*, 1-386.

The amount of damages to be allowed is what will compensate plaintiff for the appropriation of the right of way. It may be more or less than the value of the property taken: *Gear v. Chicago, C. & D. R. Co.*, 39-23.

Where the damages to a leasehold estate are to be assessed, the proper measure of damages is the difference in value of the annual use of the property, before taking and after: *Renwick v. Davenport & N. W. R. Co.*, 49-664.

The land owner is entitled to the full and fair value of the land appropriated, and, in addition thereto, to such sum as will compensate him for the depreciation in value of his adjoining land by reason of the right of way, irrespective of any benefits of the road to the land; but speculative, contingent or future damages, not affecting the market value, cannot be allowed: *Smalley v. Iowa Pacific R. Co.*, 36-571.

Increased danger of injury to or destruction of the property by reason of exposure to fire or other dangers incident to the operation of a railroad are elements of damage for which compensation should be made: *Small v. Chicago, R. I. & P. R. Co.*, 50-338, 334; *Dreher v. Iowa Southwestern R. Co.*, 59-599; *Dudley v. Minnesota & N. W. R. Co.*, 77-408. But increase in rate of insurance on farm buildings should not be considered: *Pingery v. Cherokee & D. R. Co.*, 78-438.

It is error to take into account the value of special property, such as a grove or house, which might be destroyed by fire: *Lance v. Chicago, M. & St. P. R. Co.*, 57-636.

The value of growing crops upon the right of way to be taken may be considered in assessing the compensation: *Ibid.*

The question whether, because of the construction of the road, the land is made more wet than it otherwise would be is a proper one, it not being sought to show that such damages were a result of the improper construction of the road: *Britton v. Des Moines, O. & S. R. Co.*, 59-540.

The fact that the road-bed is constructed in a cut is a proper fact to be shown in estimating damages: *Cummins v. Des Moines & St. L. R. Co.*, 63-397.

While the land owner is not entitled to prove the proximity of the depot or the number of tracks as independent elements of damage, yet such evidence may be admissible in determining the extent to which the company would probably use the ground taken in carrying on its business: *Ibid.*

As the company acquires the right to occupy and use the whole of the right of way, it cannot have the damages assessed on the theory that it will in fact use but part, and therefore that the occupation of buildings situated upon the right of way will not be disturbed. *Ibid.*

Unless it appears that the reversionary right of the land owner is of some value, as, for instance, by reason of the land being underlaid by coal or mineral, it is not error to disregard such reversionary interest and assess the damages at the market value of the property taken: *Ibid.*; *Hollingsworth v. Des Moines & St. L. R. Co.*, 63-443.

The company may take, remove and use for the construction and repair of its railway and appurtenances any earth, gravel, stone, timber or other material on or from the land condemned, and is not limited as to the quantity of such materials to be used in the construction and repair of its road. The limitation to so much as is necessary, implied under this section, relates to the quantity of land to be taken: *Winklemans v. Des Moines N. W. R. Co.*, 62-11.

Although the right of way taken is an easement and the fee remains in the owner, yet, unless it is made to appear that the fee burdened with the easement is of some determinable value, the assessment of damages should be based on the full value of the land actually taken, and it is not error to refuse to instruct the jury on the theory that the fee remains in the owner, and that at some time in

the future the land may cease to be used for railway purposes and revert to such owner: *Clayton v. Chicago, I. & D. R. Co.*, 87-238.

Where a railway company was seeking to condemn a right of way between the property of a riparian owner and the Mississippi river, *held*, that the owner was entitled to damages caused to an embankment constructed by him, extending out to a crib in the river: *Renwick v. Davenport & N. W. R. Co.*, 94-684.

The owner is not invested with the right to cross the right of way after its appropriation at his pleasure. Whatever right he has in that respect is subservient to that of the company using the road for the running of its trains: *Ibid*.

The question of the right of passage, as affected by the taking of the right of way, may be shown as affecting the damages: *Bell v. Chicago, B. & Q. R. Co.*, 74-343.

Various items of damage *held* properly taken into account by a witness in testifying as to the market value of land after taking the right of way: *Smailey v. Iowa Pacific R. Co.*, 36-571.

The prices at which other lands in the vicinity of the premises had been sold about the time of the commencement of the proceedings is not receivable in the absence of evidence that there was any similarity between the lots in question and those which it was claimed had been sold: *Cummins v. Des Moines & St. L. R. Co.*, 63-397; *Hollingsworth v. Des Moines & St. L. R. Co.*, 63-443.

It is proper for the court to state the law governing damages in such cases as found in the constitution and statutes of the state, no matter what evidence is introduced: *Ball v. Keokuk & N. W. R. Co.*, 74-132.

The recovery of the property owner is not limited to the damages which he has sustained if the property were to be used only for the purposes to which it is devoted when such proceedings are had, but the value of the property for any purpose for which it is available may be considered. Therefore, *held*, that the value of the land as coal land might be taken into account, it not being attempted to show the value of the coal underlying the right of way: *Doud v. Mason City & Ft. D. R. Co.*, 76-438.

Damages which have resulted from an improper construction of the road cannot be considered in assessing the damage for right of way already taken. Therefore, *held*, that in such case the fact that the railroad company had excavated for a considerable distance through plaintiff's premises outside of its right of way could not be shown: *Ibid*.

The damages contemplated by the law to be allowed are the same before as after the road was built, except that in the latter case interest may be allowed. *Ibid*.

The proper rule in estimating the amount of damages is to confine the damages recoverable to those which naturally result from the taking and rightful use of the right of way and the proper construction of the road: *Ibid*.

The fact that different portions of the land are adapted to different uses, and only one of such portions is covered by the right of way, will not preclude the whole of the premises being considered in determining the damages: *Ibid*.

Market value: In determining the damages the proper rule is to first ascertain the fair market value of the premises over which the proposed improvement is to pass, irrespective of the improvement, and also the like value of the same, in the condition in which the premises will be after the land for the improvement has been taken, irrespective of the benefit which will result from the improvement, and the difference in value will constitute the measure of compensation: *Sater v. Burlington, etc., Plank Road Co.*, 1-386.

The owner may be a witness generally as to the value of the land before and after appropriation, leaving the opposite party, by his right of cross-examination, to learn the ability of the witness to judge in the premises and what he takes into consideration in making up his judgment: *Ibid*.

It is improper to ask the plaintiff what the damage was to him by the taking of the right of way. A witness who is shown to be properly qualified may be allowed to give an opinion as to the value of property, but not as to the amount of damage: *Hartley v. Keokuk & N. W. R. Co.*, 85-455.

In determining the amount of damage the witness may be allowed to testify as to the value immediately before the right of way was taken and immediately after, not taking into consideration the benefit to the land: *Harrison v. Iowa Midland R. Co.*, 36-323.

The opinion of a witness as to the value before taking is admissible: *Henry v. Dubuque & P. R. Co.*, 2-288, 311.

It is usual to take the testimony of the witness upon questions of the value of property when he states under oath that he knows its value or that he knows the value of like property: *Ball v. Keokuk & N. W. R. Co.*, 74-132.

Witnesses who were shown to be farmers, and acquainted with the land in question and the value of lands in that county, *held* to be competent to testify as to the value of land before and after location of the road: *Pingery v. Cherokee & D. R. Co.*, 78-438.

Evidence as to the value of land which is taken for right of way is to be considered in assessing the damages: *Ibid.*

Evidence as to the character of netting or screens used in the smoke-stacks of the company's engines is not admissible: *Ibid.*

Evidence as to the belief of the company or its mistake with reference to the ownership of the land is immaterial: *Ibid.*

The question as to whether the company will or will not furnish proper and suitable crossings cannot be considered: *Ibid.*

It is not proper in such proceedings to show by evidence at what price the purchase of right of way from adjoining tracts has been secured, unless it is shown that such tracts were of like character or that the right of way had a uniform and marketable value in that neighborhood: *King v. Iowa Midland R. Co.*, 34-458.

In ascertaining the damages to land used, improved and occupied together as one farm, witnesses cannot be asked as to the value of detached parcels: *Winklemans v. Des Moines, N. W. R. Co.*, 62-11.

Witnesses who were jurors for the assessment of damages in the first instance cannot be required to state on a trial of the case on appeal whether their report of the assessment made to the sheriff correctly expressed their judgment as to the amount of damages sustained: *Ibid.*

The fact that on the prior assessment the land owner made no claim for damages which were afterwards assessed upon appeal, *held* not objectionable, as it did not appear on the original assessment that such damages would result from the taking of the right of way: *Ibid.*

While it is competent to show the situation and general surroundings of the land, its character and the roads leading thereto, etc., yet where the land was situated beyond the limits of a city and was not in the market as residence property, *held*, that evidence as to the character of improvements being made upon the street leading toward the land, but which would not if extended come within eighty yards of it, was improper in determining the damages caused to the land: *La Mont v. St. Louis, D. & N. R. Co.*, 62-193.

The inquiry is not as to any special value of the property to the owner growing out of ownership of other distinct and separate property, nor that of the particular premises over which the road passes as intended to be put in the future to a particular use in connection with other distinct and separate pieces of land. Regard must be had to the immediate and not the remote damages of the appropriation: *Fleming v. Chicago, D. & M. R. Co.*, 34-353.

Evidence of increased fire risk in connection with the use of the premises intended to be made in the future cannot be taken into account: *Ibid.*

It is not competent to show the assessed valuation of the property, and although the assessor may be a competent witness, he must be introduced as such: *Dudley v. Minnesota & N. W. R. Co.*, 77-408.

And in a particular case a verdict of \$1,700 damages to a farm of three hundred and eighty acres, *held* not excessive: *Ibid.*

Entire premises: Damages to the entire premises necessarily and properly used by the owner in his business should be estimated, although such premises are divided by a street or highway: *Renwick v. Davenport & N. W. R. Co.*, 49-864.

Where the right of way passes through a farm the owner may show as damages depreciation in value of the whole farm, and is not limited to the damages to the governmental subdivision through which the road runs: *Hartshorn v. Burlington, C. R. & N. R. Co.*, 52-613; *Ham v. Wisconsin, I. & N. R. Co.*, 61-716.

The whole tract is to be taken into account in the consideration of the damages, although the notice may specify only a portion of such tract: *Ellsworth v. Chicago & I. W. R. Co.*, 91-386.

Although the property is unimproved it may have a special value as a whole and there may be occasion to take into account the damages to the whole tract although the right of way covers only one subdivision thereof. Whether or not there are such special damages to the whole tract will be a question for the jury: *Ibid.*

Evidence showing the effect which the building of a railway will have upon a tract as a farm and the manner of carrying it on, may be competent, and, therefore, evidence showing the cuts and fills which the construction of the railroad will require and their effect upon farming operations is admissible: *Ibid.*

The doctrine that where a portion of a tract of land which is owned and used together is taken for right of way the damages are to be assessed with reference to the injury to the entire tract is not applicable to a case where the right of way of a railway is crossed at one or more points by the track of another company and the former company is not entitled by way of damages to the depreciation in value of its entire right of way due to the construction of the second road: *Chicago, I. & D. R. Co. v. Cedar Rapids, I. F. & N. W. R. Co.*, 86-500.

If a railway company applies to have the damages assessed, and, in its application, designates the land known as the farm of the adverse party, or if the jury is called under an agreement of both parties, and it is therein specified that the damages to the land owner in consequence of the location across his farm shall be assessed, the railway company will afterwards be estopped from confining the assessment to the immediate portion of land over which the railroad crosses, and also from denying defendant's ownership of such land, the damages to which they have agreed shall be assessed: *Mississippi & M. R. Co. v. Byington*, 14-572.

Where different portions of land belonging to the same owner were adapted to different uses, and only one of such portions was crossed by the right of way, *held*, that the portion not crossed could not be taken into consideration in determining the damages: *Haines v. St. Louis, D. M. & N. R. Co.*, 65-216.

Several parcels: Where farm land is crossed by a railroad, the owner is not limited in his right of recovery to the subdivision of land crossed or touched by the right of way, but the entire farm, if it is in one tract, may be considered in the assessment of damages and the same rule is applicable to town lots: *Cox v. Mason City & Ft. D. R. Co.*, 77-20.

And where plaintiff, in an application for the appraisal of damages, asked that they might be assessed on his lots, caused by the location of the railroad of defendant across certain lots designated by number, *held*, that he asked the assessment of all legal damage resulting therefrom and did not limit his claim to the damage to the lots designated: *Ibid.*

Where plaintiff owned all the lots in a block, and several of them were crossed by the railroad, *held*, that he was entitled to recover for damage to the whole block, and testimony tending to show such damage was properly admitted: *Ibid.*

Where a right of way through parcels of real estate treated as an entirety is sought to be taken by statutory proceedings, the landowner's right of recovery is not limited to the land through which the right of way is to pass, but extends to all the tracts as a whole: *Peden v. Chicago, R. I. & P. R. Co.*, 78-131.

Therefore, *held*, by analogy, that where a right-of-way deed for a strip of land through a certain eighty-acre tract provided that the grantee should carry off the water in a certain manner, a breach of such contract entitled the grantor or his grantees to damages to the entire tract of which the eighty acres formed but a part: *Ibid.*

Where two lots are improved and used as one property and a notice of proceedings to condemn a right of way to one lot only is given, and the right of way is taken entirely from such lot, nevertheless the commissioners may properly include both lots in their assessment and return: *Cummins v. Des Moines & St. L. R. Co.*, 63-397.

In such cases it will be presumed that the title to both lots is in the owner against whom the proceedings with reference to one lot is instituted, without proof on his part of that fact, the finding of the commissioners as to the ownership of the property not having been questioned on appeal: *Ibid.*

Cost of fencing: The cost of building additional fence and keeping the same in repair should not be allowed as part of the damages: *Henry v. Dubuque & P. R. Co.*, 2-288; *Kennedy v. Dubuque & P. R. Co.*, 2-521; *Hanrahan v. Fox*, 47-102.

Although the cost of fencing is not to be taken directly into account, yet, if the land was before fenced, and, by the taking of the right of way, it is thrown open and left in a manner unfenced, this fact will be taken into consideration in arriving at the depreciated value of the remaining premises: *Henry v. Dubuque & P. R. Co.*, 2-288, 310.

Damages for improper construction: The damages to be awarded include those only from the appropriation and lawful use of the premises taken, and do not embrace injuries which may result from unlawful acts for which the company would be liable to the party injured: *Fleming v. Chicago, D. & M. R. Co.*, 34-353.

Damages consequent upon the negligent construction of the road are not to be considered. Only such damages are to be included as arise from its proper construction: *King v. Iowa Midland R. Co.*, 34-458; *Miller v. Keokuk & D. M. R. Co.*, 63-680.

Obstruction of highway: The obstruction of a public highway is not a proper element of compensation to the owner of the property in this proceeding: *Gear v. Chicago, C. & D. R. Co.*, 43-83; *Fleming v. Chicago, D. & M. R. Co.*, 34-353.

Trespass: If a subcontractor in constructing the road, without authority from the company, goes outside of the right of way and commits trespass on land not condemned, the company is not thereby rendered liable. In order to render the company liable it must be made to appear, in some way, that it consented to the trespass or had such knowledge of it at the time it was done that its consent might be presumed: *Waltemeyer v. Wisconsin, I. & N. R. Co.*, 71-628.

Diversion of watercourse, etc.: The right which the owner of land has to a watercourse flowing over it is a freehold right which cannot be taken from him for public use either directly or by diminution or diversion from its natural channel without adequate compensation: *McCord v. High*, 24-336.

The fact that a right of way is asked across land crossed by a stream of water does not authorize the assessment of damages for the diversion of the stream from its natural channel when such diversion would not be absolutely necessary. The mere fact that such diversion would be convenient or advantageous in the construction of the road will not authorize the implication that the company desires to acquire the right to make such diversion and pay the damage therefor rather than construct its road by bridging or otherwise, so as to render such diversion unnecessary: *Stodghill v. Chicago, B. & Q. R. Co.*, 43-26.

The right to obstruct the passage of surface water is not presumed to be acquired in a condemnation proceeding, and the damages assessed do not cover damages resulting from such stoppage. The owner is not presumed to have been paid therefor, upon the theory that the company preferred to protect him against this incidental injury, and the enjoyment of the easement carries with it from day to day the obligation to furnish this protection: *Drake v. Chicago, R. I. & P. R. Co.*, 63-302. And see *S. C.*, 70-59.

Where in violation of the stipulations of a right of way deed the surface water was thrown by the railway company upon plaintiff's premises, *held*, that it was competent to show by witnesses how much more the land of plaintiff would have been worth if the water had been kept off plaintiff's land: *Peden v. Chicago, R. I. & P. R. Co.*, 78-131.

Damages resulting from overflows caused by the negligent construction of a culvert cannot be considered as having been included in the damages for right of way: *Hunt v. Iowa Cent. R. Co.*, 86-15.

Interference with wells: Where a railway company had acquired right of way over land, *held*, that in connection with such right of way it might dig wells and would not be liable for thereby interfering with the percolation of water supplying springs upon the premises of the land owner: *Hougan v. Milwaukee & St. P. R. Co.*, 35-558.

The fact that the construction of a railway destroys a valuable spring may be shown in evidence in determining the amount of damages. It will not be presumed that the spring was unnecessarily destroyed in the absence of evidence to that effect: *Winklemans v. Des Moines N. W. R. Co.*, 82-11.

Consequential damages: Regard must be had only to the immediate and not to the remote consequences of the appropriation. The value of the remaining premises is not to be depreciated by heaping consequence on consequence: *Sater v. Burlington, etc., Plank Road Co.*, 1-386.

Damages are not limited to the value of the land taken, but include such damages as result proximately from the use for which it is taken: *Kucheman v. Chicago, C. & D. R. Co.*, 46-368, 376.

Obstructing a view or interfering with the owner's privacy, and the noises of approaching trains, are matters for which the land owner may have compensation. As to such matters he is not injured merely as a member of the community in general: *Ham v. Wisconsin, I. & N. R. Co.*, 61-716.

Evidence in regard to how the railroad affects a farm over which it passes, aside from the mere value of the land taken, is admissible: *Dreher v. Iowa Southern R. Co.*, 59-599.

Incidental injury from smoke and dust and the noise of moving trains gives no right for the recovery of damages where there is no other injury to which the smoke, etc., is incident. So held where the land condemned had not yet been actually occupied or interfered with by the railway company: *Dimmick v. Council Bluffs & St. L. R. Co.*, 58-637.

Damages not connected with the taking of land: Whatever inconvenience a property owner may suffer by the construction of a railway upon the property of another, no carelessness or negligence in such construction appearing, such injuries will not entitle such property owner to compensation in damages: *Barr v. Oscaloosa*, 45-275.

When assessment proper: While the statute only contemplates an assessment where the owner refuses to grant the right of way, or when the parties cannot agree as to the compensation, yet where it appears that the land owner contests the right of the company to take his land on the terms fixed by the appraisers and attacks the regularity of the proceedings of such appraisers, and that the appraisers were only to assess damages in cases where the owners had refused to grant the right of way, held, that the refusal to grant the right of way sufficiently appeared to show the jurisdiction of the court: *Mississippi & M. R. Co. v. Rosseau*, 8-373.

Where the compensation for the right of way has not only been agreed upon, but also paid to the land owner by the corporation, and he has conveyed the right of way, proceedings to condemn such right of way cannot be instituted, and would be entirely void for want of jurisdiction: *Council Bluffs & St. L. R. Co. v. Bentley*, 62-446.

The phrase "owner of any real estate" includes a mortgagee, and if not made a party to the proceedings he is not bound thereby: *Severin v. Cole*, 38-463.

This section refers to land taken and appropriated for right of way. The provisions of § 767, with reference to assessing damages to the abutting property owner by reason of the construction of a railroad track along the streets of a city, do not authorize such abutting property owner to have his damages assessed in this manner: *Stough v. Chicago & N. W. R. Co.*, 71-641.

Respective interests of joint owners: Where the respective interests of tenants in common appear of record or can be conveniently ascertained, the company, if it applies for the appointment of commissioners to assess damages, should by its application cause such damages to be assessed separately to each owner: *Ruppert v. Chicago, O. & St. J. R. Co.*, 43-490.

A sheriff's jury cannot apportion the damages between the owner and the person holding a mortgage upon the land. They are to estimate the right of way only, and where the mortgagee is not made a party he may voluntarily assert his right to the money in the hands of the sheriff: *Sawyer v. Landers*, 56-422.

Who may recover: Where land is mortgaged and the mortgage debt remains unpaid and the land is not sufficient to pay it and the mortgagor is insolvent, damages assessed for a right of way may be recovered by the mortgagee, and the lien of the mortgagee is superior to that of an attaching creditor: *Schafer v. Schafer*, 75-349.

Where a party in interest appears in the proceeding and prosecutes an appeal he cannot object for want of notice served upon him or upon the person from whom he derives his right to the property: *Ellsworth v. Chicago & I. W. R. Co.*, 91-386.

Under particular circumstances, held, that the claimant for damages was the owner of the property in such sense as to be entitled to receive whatever the company was liable to pay for the right of way. *Hartley v. Keokuk & N. W. R. Co.*, 85-455.

Foreclosure of railroad mortgage: Also *held*, that it did not appear that the company had ever acquired a right of way by virtue of proceedings commenced by another company: *Ibid*.

Also *held*, that the foreclosure deed made to defendant while the proceeding was pending, the claimants in such proceeding not having been made parties to the foreclosure, was of no effect as determining the rights of such parties: *Ibid*.

Enforcement of payment: Where it had been agreed that the compensation to be paid for the right of way should be fixed by a third person, and under such agreement the railway company went into possession, but the amount of compensation was never fixed, *held*, that the land owner might, by condemnation proceedings, enforce payment of the compensation to which he was entitled: *Corbin v. Wisconsin, I. & N. R. Co.*, 66-269.

The agreement between the parties in such case as to the amount of damages might be interposed as a defense to the claim for damages in excess of the amount agreed upon, but such agreement need not be specially pleaded: *Ibid*.

New assessment: Where, upon condemnation of a right of way over agricultural college land, the damages assessed were deposited with the sheriff, *held*, that without return of the amount thus deposited the grantees of the land could not have another assessment of damages for the use of the premises by another railway company without a return of the money thus deposited: *Chicago, M. & St. P. R. Co. v. Bean*, 69-257.

Even though the land owner is seeking to set aside a deed previously made, on the ground of fraud or otherwise, he cannot disregard the previous transaction and have a new assessment: *Council Bluffs & St. L. R. Co. v. Bentley*, 62-446.

A land owner who has received compensation which has not been refunded by him cannot recover the second time: *Dubuque & D. R. Co. v. Diehl*, 64-635.

Homestead exemption: Damages assessed for a right of way over the homestead are exempt from execution to the same extent that the homestead is: *Kaiser v. Seaton*, 62-463.

Liability of commissioners: The commissioners should not be put to costs for doing in a regular and legal way what they are required to do, and in a *certiorari* proceeding to review their action an answer setting out the notice in the proceeding under which they were acting is sufficient: *Forbes v. Delashmutt*, 68-184.

Nature of proceeding: Where plaintiff sought to enjoin defendants from prosecuting an *ad quod damnum* proceeding to recover the value of certain land occupied in the construction of plaintiff's railroad, *held*, that plaintiff had an adequate remedy at law, as all questions involved in the issue could have been determined in the *ad quod damnum* proceeding: *Keokuk & N. W. R. Co. v. Donnell*, 77-221.

A refusal by the owner to grant a right of way is not necessary to confer upon the sheriff and jury power to act. The land owner is authorized to institute a proceeding after the railway has completed its road, and when there is no intention of treating the company as a mere trespasser, and it is sufficient in such case to allege that the owner and the company could not agree upon the compensation to be paid: *Hartley v. Keokuk & N. W. R. Co.*, 85-455.

Dismissal of proceedings: Where the company has not entered upon the land to construct the road, no right to the amount of damages assessed becomes vested in the land owner until the decision on the appeal, and pending the appeal the company may dismiss the proceedings: *Burlington & M. R. Co. v. Sater*, 1-421.

A proceeding for the condemnation of land for a railway simply fixes the price upon payment of which, within a reasonable time, the company may take the right of way. The company cannot be compelled to pay the damages and take the way, but may waive the rights acquired by the proceedings, being liable, however, for costs and for any damages actually suffered by the land owner: *Gear v. Dubuque & S. C. R. Co.*, 20-523.

Judgment for the amount of damages, even though entered in the usual form of a judgment in an action of debt, passes no title to the company before payment, nor does it compel the acceptance of or payment for the land: *Ibid*.

Where, in proceedings to assess the damages for a right of way already occupied, the amount assessed is paid to the sheriff, and an appeal is afterwards

taken, the railroad company cannot, by abandoning its right of way, defeat the land owner's right to the amount so paid, but such abandonment may be considered in determining the damages to which the land owner shall be entitled upon the trial of such appeal, and it would be error to enter a judgment for additional damages contingent upon the re-occupation of the land by the company; and *held*, that such re-occupation should not be made without a new assessment of damages: *Hastings v. Burlington & M. R. R. Co.*, 38-316.

A proceeding instituted by a railway company to condemn a right of way may be dismissed as any other action without prejudice, and will not defeat a subsequent proceeding of the same character to condemn the right of way over such property: *Corbin v. Cedar Rapids, I. F. & N. W. R. Co.*, 66-73.

Remedies of land owner: The proceedings may be instituted by the land owner after the railway is completed: *Hibbs v. Chicago & S. W. R. Co.*, 39-340.

The method provided for ascertaining and compelling the payment of the damages is exclusive, and none other can be pursued. But the owner is not deprived of his right to bring action for the possession of his property when taken without compensation: *Daniels v. Chicago & N. W. R. Co.*, 35-129.

A party has, by appeal, an adequate remedy against any irregularities which may occur in the proceedings or any injustice which may be done him in the award, and if he has personal notice this remedy is exclusive as to all such matters, and he cannot rely upon irregularities as a ground for restraining the construction of the road in accordance with such proceedings: *Phillips v. Watson*, 63-28.

If the company enters upon the land before the damages are paid it may be treated as a trespasser. The owner is not compelled to resort to an injunction or an action for the amount: *Henry v. Dubuque & P. R. Co.*, 10-540.

Where the occupancy of a right of way is commenced and continued without right, the company is a mere trespasser, and the land owner or his grantee may maintain an action for damages for the occupation of the land: *Donald v. St. Louis, K. C. & N. R. Co.*, 52-411.

If the company enters before payment of the damages assessed it may be held liable in damages as for a tort. *Dimmick v. Council Bluffs & St. L. R. Co.*, 62-409.

In an action to recover possession of land occupied without condemnation by the company, plaintiff may recover damages for the use of the premises. It is not necessary that such damages be assessed in a condemnation proceeding: *Birge v. Chicago, M. & St. P. R. Co.*, 65-440; *Rush v. Burlington, C. R. & N. R. Co.*, 57-201.

On failure of the company which is already in possession and use of the premises for right of way to pay the amount assessed, it may be restrained by injunction from further using the premises: *Henry v. Dubuque & P. R. Co.*, 10-540; *Richards v. Des Moines Valley R. Co.*, 18-259.

The question whether the land is subject to condemnation for right of way may be raised in the condemnation proceedings and therefore an injunction to prevent such proceeding being instituted against the premises on the ground that they are otherwise appropriated to the public use will not lie: *Waterloo Water Co. v. Hoxie*, 89-317.

While equity will not interfere by injunction with condemnation proceedings where the right of the parties can be properly determined in such proceeding, yet where by such proceeding one railway was seeking to secure the right to cross another at grade, *held*, that a court of equity might interfere upon a showing that such crossing would improperly obstruct the business of the company, and might make provision for an under or over crossing: *Chicago, B. & Q. R. Co. v. Chicago, Ft. M. & D. M. R. Co.*, 91-16.

The same right to an injunction will accrue to the land owner in case he institutes proceedings for assessing the damages: *Hibbs v. Chicago & S. W. R. Co.*, 39-340.

The land owner is not estopped from maintaining proceedings to recover compensation for land taken for right of way by the fact that he has allowed the railway company to go upon and use his land for that purpose, and make improvements thereon: *Ibid.*

In such cases he may maintain an injunction restraining defendant from further using the right of way without making compensation, or maintain ejectment for the possession of the premises, if it appears that damages have been

assessed and nothing but payment is wanting to entitle the company to the continued use of its right of way. It is proper to provide that no execution for the possession of the premises under such circumstances shall issue in the action of ejectment if the damages are paid within a limited time: *Conger v. Burlington & S. W. R. Co.*, 41-419.

By agreement of parties an appeal was taken from the assessment of damages and judgment for the amount assessed was entered in such appeal, and execution thereon was stayed for two years, and the railroad was constructed through the property without objection. *Held*, that upon failure to pay the amount of the judgment at the time specified, the owner could proceed by injunction to restrain any further use of his property until compensation should be made: *Irish v. Burlington & S. W. R. Co.*, 44-380.

A railway company may be dispossessed of its right of way by a judicial sale in a proceeding to enforce the land owner's right. So *held*, where the owner of land had agreed to give the right of way in consideration of the performance of certain conditions by the company which had not been performed, and action was brought by the owner to foreclose his vendor's lien. Also, *held*, that the vendor's lien in such case was superior to the title of the purchaser of the railroad at foreclosure sale: *Varnier v. St. Louis & C. R. R. Co.*, 55-877.

No provision is made for the determination of the question whether the owner refuses to grant the right of way or whether the owner and the corporation cannot agree upon the compensation to be paid. If the parties appear in the condemnation proceedings it is an indication that they could not agree; but at any rate the finding in the condemnation proceeding cannot be attacked on the ground that these preliminary facts did not exist: *Carlile v. Des Moines & K. O. R. Co.*, 68 N. W., 784.

Deposit of damages assessed: The fact that the company deposits the sum found due with the sheriff will not prevent the land owner from recovering, on appeal, the actual damage to the property and interest thereon from the time it is taken, even though the amount of the original damages is found to be less than that assessed by the sheriff's jury: *Noble v. Des Moines & St. L. R. Co.*, 61-637.

The sheriff, in receiving the money deposited as security, cannot be regarded as the agent of the owner, but he is the agent of the railway company, and if, through the unfaithfulness or mistake of the sheriff, the money is lost before reaching the hands of the land owner, such loss does not fall upon him but upon the company making the deposit: *White v. Wabash, St. L. & P. R. Co.*, 64-281.

For moneys paid to a sheriff by the company the land owner may maintain action against him at any time after the expiration of the thirty days allowed for appeal. The statute of limitations, therefore, runs against such an action from that time, and the fact that the land owner has refused the money and attempted by injunction to restrain the taking of his land will not prevent the running of the statute: *Lower v. Miller*, 66-408.

SEC. 2000. Assessment of damages—notice. The freeholders appointed shall be the commissioners to assess all damages to the owners of real estate in said county, and said corporation, or the owner of any land therein, may, at any time after their appointment, have the damages assessed in the manner herein prescribed, by giving the other party ten days' notice thereof in writing, if a resident of this state, specifying therein the day and hour when such commissioners will view the premises, which shall be served in the same manner as original notices. [C. '73, § 1245; R., § 1318.]

Where a mortgage upon the property appears of record, notice must be given to the mortgagee, or he will not be bound by the proceedings: *Severin v. Cole*, 38-463. And see *Cochran v. Independent School Dist.*, 50-663.

Where the proceedings are based upon the assumption that the owner is a nonresident and unknown, such assumption will be deemed true on *certiorari* unless the contrary is made to appear: *Everett v. Cedar Rapids & M. R. R. Co.*, 28-417.

The notice must name the person whose land is affected by the proceedings. It is not sufficient that it be directed to all persons having an interest in certain described property: *Birge v. Chicago, M. & St. P. R. Co.*, 65-440.

Where a right of way over agricultural college land in possession of a lessee was condemned in proceedings to which the college was a party, and afterwards, the lessee's right being forfeited, the premises were sold to another, *held*, that the condemnation proceedings were binding on the subsequent purchaser of the premises: *Chicago, M. & St. P. R. Co. v. Bean*, 69-257.

SEC. 2001. Minor or insane owner. If the owner of any lands is a minor, insane, or other person under guardianship, the guardian of such minor, insane or other person may, under the direction of the judge of the district court, agree and settle with said corporation for all damages by reason of the taking of such lands for any of the purposes aforesaid, and may give valid conveyances of such land. [C. '73, § 1246; R., § 1316.]

SEC. 2002. Nonresident owner. If the owner of such lands is a nonresident of this state, no demand of the land for a right of way or other purpose shall be necessary, except the publication of a notice, which may be in the following form:

Notice for the appropriation of lands for railway purposes.

To (here name each person whose land is to be taken or affected) and all other persons having any interest in or owning any of the following real estate (here describe the land by its congressional numbers in tracts not exceeding one-sixteenth of a section, or, if the land consists of lots in a town or city, by the numbers of the lot and block).

You are hereby notified that the has located its railway over the above described real estate, and desires the right of way over the same, to consist of a strip or belt of land feet in width, through the center of which the center line of said railway will run, together with such other land as may be necessary for berms, waste banks and borrowing pits, and for wood and water stations (or desires the same for any other purpose for which property is authorized by this chapter to be taken), and unless you proceed to have the damages as to the same appraised on or before the day of A. D. (which time must be at least four weeks after the publication of the notice), said company will proceed to have the same appraised on the day of A. D. (which must be at least eight weeks after the first publication of the notice), at which time you can appear before the appraisers that may be selected.

By Attorney, or Agent, Railway Company.

[C. '73, § 1247.]

Where proceedings were based upon the assumption that the owner was a nonresident and unknown, *held*, on certiorari, that the contrary not being made to appear, the proceedings were not irregular: *Everett v. Cedar Rapids & M. R. R. Co.*, 28-417.

The notice must name the person whose land has been taken or affected. It is not sufficient that it is directed to all other persons having an interest in the property described: *Birge v. Chicago, M. & St. P. R. Co.*, 65-440.

SEC. 2003. Notice published. Said notice shall be published in some newspaper in the county, if there is one, if not, then in a newspaper published in the nearest county through which the proposed railway is to be run, for at least eight successive weeks prior to the day fixed for the appraisement at the instance of the corporation. [C. '78, § 1248.]

SEC. 2004. Appraisement. At the time fixed for either of the aforesaid notices, the appraisement of the lands described may be made and returned; but the appraisement and return may be in parcels larger than forty acres belonging to one person and lying in one tract, unless the agent or attorney of the corporation or the commissioners have actual knowledge that the tract does not belong wholly to the person in whose name it appears of record; and in case of such knowledge the appraisement shall be made of the different portions as they are known to be owned. [C. '78, § 1249.]

That damages to the entire premises of a property owner, and not merely to the government subdivision through which the road passes, are to be assessed, see notes to § 1909.

SEC. 2005. Dwelling-house, garden, or orchard. If it appears from the finding of the commissioners that the dwelling-house, outhouse, orchard or garden of the owner of any land taken will be overflowed or otherwise injuriously affected by any dam or reservoir to be constructed as authorized by this chapter, such dam shall not be erected until the question of such overflowing or other injury has been determined in favor of the corporation upon appeal. [C. '78, § 1250.]

SEC. 2006. Vacancies filled. In case of the death, absence, neglect or refusal of any of said freeholders to act as commissioners as aforesaid, the sheriff shall summon other freeholders to complete the panel. [C. '78, § 1251; R., § 1819.]

SEC. 2007. Costs. The corporation shall pay all the costs of the assessments made by the commissioners and those occasioned by the appeal, including reasonable attorney fees to be taxed by the court, unless on the trial thereof the same or a less amount of damages is awarded than was allowed by the commissioners. [C. '78, § 1252; R. § 1817.]

Where the damages allowed on the appeal are less than those awarded in the assessment, in the absence of any showing that either party has made an offer, the costs should be apportioned: *Noble v. Des Moines & St. L. R. Co.*, 61-637.

If, on the trial of an appeal by the land owner, a less amount of damages is given than was awarded by the commissioners, the court is not bound to tax all the costs of appeal to him, but may distribute them according to the general rules of law without reference to this section: *Jones v. Mahaska County Coal Co.*, 47-354.

The purchaser of a railroad pending an appeal from allowance of damages for right of way becomes liable for the payment of costs incurred in such proceeding: *Frankel v. Chicago, B. & P. R. Co.*, 70-424.

Where the costs were taxed to one party, and the court was not asked to make an apportionment, held, that the order of the court would not be disturbed upon appeal: *Cox v. Mason City & Ft. D. R. Co.*, 77-20.

SEC. 2008. Report recorded. The report of the commissioners, where the same has not been appealed from, and the amount of damages assessed and costs has been deposited with the sheriff, or if an appeal is taken and the amount of damages assessed on the trial thereof has been paid to the sheriff, may be recorded in the records of deeds in the county where the land is situated, and such record shall be presumptive evidence of title in the corporation of the property so taken, and shall constitute constructive notice of the rights of such corporation therein. [C. '73, § 1253.]

The company cannot be compelled to pay the damages assessed and take the right of way, but may waive the rights acquired by the proceedings, being liable, however, for costs, and any damages actually suffered by the land owner: *Gear v. Dubuque & S. C. R. Co.*, 20-523.

The recording of the award, if done by mistake, does not pass any title to the company so as to raise an implied contract to pay the amount of the award; certainly not until the fact of the mistake has become known to the company and it has had a reasonable time to correct it: *Dimmick v. Council Bluffs & St. L. R. Co.* 58-637.

Where a portion of plaintiff's land was included in the right of way condemned, but the road was not actually constructed over any portion of his land, which remained fenced and was not entered upon, *held*, that an appropriation did not appear, and title to the right of way did not pass to the company until it had made payment: *Ibid.* And see *S. C.*, 62-409.

SEC. 2009. Appeals—how taken. Either party may appeal from such assessment to the district court, within thirty days after the assessment is made, by giving the adverse party, or, if such party is the corporation, its agent or attorney, and the sheriff notice in writing that such appeal has been taken. The sheriff shall thereupon file a certified copy of so much of the appraisement as applies to the part appealed from, and said court shall try the same as in an action by ordinary proceedings. The land owner shall be plaintiff and the corporation defendant. [C. '73, § 1254; R., § 1317.]

'Waiver: Objections to the jurisdiction of the sheriff's jury are not waived by appearance on appeal: *Stough v. Chicago & N. W. R. Co.*, 71-641.

Exclusive remedy: The remedy by appeal is conclusive of all other remedies as to the manner and method of taking advantage of irregularities in the proceeding: *Phillips v. Watson*, 63-28.

An appeal is a plain, adequate and speedy remedy when the claim is that insufficient damages are given. Irregularities in the proceeding cannot be corrected by *certiorari*: *Cedar Rapids, I. F. & N. W. R. Co. v. Whelan*, 64-694.

Joint assessment: Where the damages are assessed jointly in favor of two owners, one of them cannot properly prosecute an appeal without joining the other as appellant or making him a party to the proceedings by notice. Upon failure to do so the appeal should be dismissed on motion: *Chicago, R. I. & P. R. Co. v. Hurst*, 30-73.

A subsequent settlement with a part of the owners in common where the assessment is not apportioned, will not defeat an appeal by those not settled with: *Ruppert v. Chicago, O. & St. J. R. Co.*, 43-490.

By mortgagee: The owner may take an appeal without joining a mortgagee therein, although an award has been made in favor of the owner and mortgagee jointly: *Lance v. Chicago, M. & St. P. R. Co.*, 51-638.

Where damages for right of way are awarded jointly to the owner and the mortgagees of the land, upon notice to all of them, the mortgagor may maintain an appeal from the award without making the mortgagees parties thereto: *Dixon v. Rockwell S. & D. R. Co.*, 75-367.

By person not party: A person not a party to the proceedings, although interested in the property, cannot appeal. Such person might perhaps, make himself a party before the commissioners, but he cannot make himself a party merely by appealing: *Connable v. Chicago, M. & St. P. R. Co.*, 60-27; *Cedar Rapids, I. F. & N. W. R. Co. v. Chicago, M. & St. P. R. Co.*, 60-35.

Whether, where publication of notice is authorized to be made to parties interested, all persons interested are to such an extent parties as that they may appeal, *quære: Ibid.*

As to part of damages: Where the assessment covers the entire damage to two contiguous tracts used together and owned by the same person, an appeal cannot be taken from an assessment as to one tract only. *Cedar Rapids, I. F. & N. W. R. Co. v. Chicago, M. & St. P. R. Co.*, 60-35.

The sheriff is not a party to the condemnation proceedings, and is not disqualified from serving notice of appeal therein: *Ibid.*

Notice: Whether the giving of notice to the deputy-sheriff would be sufficient, *quære: Waltmeyer v. Wisconsin, I. & N. R. Co.*, 64-688.

But where it appeared that notice was brought to the sheriff's attention and he directed the deputy to accept service, *held*, that the notice was sufficient: *Ibid.*

Notice of appeal may be properly served on the engineer in charge of the survey and location of the railroad, and transacting business connected with securing the right of way in the county where the appeal is taken: *Jamison v. Burlington & W. R. Co.*, 69-670.

Where the notice of appeal describes the premises in the same way as they are described in the application for condemnation, the land owner is not limited in his recovery of damages accruing to the portion of his premises described, but may show the damages to his entire farm: *Dudley v. Minnesota & N. W. R. Co.*, 77-408.

The time for taking the appeal begins to run from the time the assessment is in fact made, reduced to writing, and made public, or in some legitimate manner comes to the knowledge of the parties interested: *Ibid.*

Upon motion being made to dismiss the appeal because not taken in time, affidavits of jurors for making the assessment are receivable to show when the assessment was actually made: *Ibid.*

Filing papers: Where the appeal has properly been taken by notice, the appellant should not be prejudiced by a failure of the officer to file the papers at the time required by statute: *Robertson v. Eldora R., etc., Co.*, 27-245.

Change of venue may be had on the appeal the same as in civil actions: *Whitney v. Atlantic Southern R. Co.*, 53-651.

Assessment of damages on appeal: On appeal the question of damages is to be determined upon its merits, and the regularity of prior proceedings, such as the selection of commissioners, etc., is not to be called in question. That can only be done by *certiorari*: *Mississippi & M. R. Co. v. Rosseau*, 8-373. And see *Runner v. Keokuk*, 11-543.

The assessment of damages upon appeal is to be made without any reference to that appealed from: *Hahn v. Chicago, O. & St. J. R. Co.*, 43-333.

The notice of appeal is presumptive evidence of an assessment from which an appeal can be taken: *Ibid.*

An appeal by the land owner from the assessment of the commissioners cures any defect in regard to giving notice of the assessment to such owner: *Borland v. Mississippi & M. R. Co.*, 8-148.

In the proceedings on appeal an offer to confess judgment may be made with the consequences provided in § 3813, with reference to costs: *Harrison v. Iowa Midland R. Co.*, 36-323.

The company may dismiss the proceedings at any time before judgment upon payment of costs: *Burlington & M. R. Co. v. Sater*, 1-421.

It would seem that a land owner appealing need not give bond; but even if that be necessary, the failure to give bond at the time the appeal is taken ought not to work the dismissal of the appeal: *Robertson v. Eldora R., etc., Co.*, 27-245.

Judgment: Where, under the provisions of a previous statute, general judgment was rendered against the company on the appeal, *held*, that it could have no greater effect than assessment of damages: *Gear v. Dubuque & S. C. R. Co.*, 20-523.

Allowance of Interest: In case of an appeal by the railway company the proper measure of damages is the value of the land at the time of its appropriation, with interest thereon to the date of judgment: *Daniels v. Chicago, I. & N. R. Co.*, 41-52.

Interest may be allowed on the damages awarded from the time of condemnation, provided the damages are greater than those allowed by the sheriff's jury: *Hartshorn v. Burlington, C. R. & N. R. Co.*, 52-613.

Interest on the assessment does not begin to run from the time of assessment but only from the time of taking possession: *Haye v. Chicago, M. & St. P. R. Co.*, 64-753.

In estimating the damages upon appeal the jury may consider the injury as originally sustained, and the interest which the original sum would have borne during the delay: *Noble v. Des Moines & St. L. R. Co.*, 61-637.

Where the court simply directed the jury to allow plaintiff the market value of the land taken at the time that it was taken, *held*, that such instruction was proper, and that interest should be allowed on the amount of the verdict from the time of the appropriation: *Hollingsworth v. Des Moines & St. L. R. Co.*, 63-443.

The damages are to be assessed as of the date of the assessment by the sheriff's jury, and then upon the rendition of the verdict the court should make the proper order touching the question of interest. Such order should fix the date when the interest begins to run, which should be when the company deprives the property owner of the use of his property: *Reed v. Chicago, M. & St. P. R. Co.*, 25 Fed., 886.

After a final adjudication of the claim for damages on an appeal to the district court and payment of the amount awarded the claimant cannot maintain an original action to recover interest on the amount thus awarded nor can the cause be redocketed for that purpose: *Jamison v. Burlington & W. R. Co.*, 87-265.

In the proceeding all the rights of the parties should be adjusted, and the land owner is not entitled after appeal to bring another action to recover interest on the money deposited in accordance with the condemnation proceedings: *Jamison v. Burlington & W. R. Co.*, 78-562.

SEC. 2010. Deposit—acceptance. An appeal shall not delay the prosecution of work upon said railway, if said corporation pays or deposits with the sheriff the amount assessed. The sheriff shall not pay such deposit over to the person entitled thereto after the service of notice of appeal, but shall retain the same until the determination thereof. An acceptance by the land owner of the damages awarded by the commissioners shall bar his right to appeal. [C. '78, §§ 1255-6; R., § 1317.]

If an appeal is taken to the lower court and the damages awarded are greater than were allowed by the commissioners, the company desiring to appeal to the supreme court must deposit the additional amount with the sheriff, and is not relieved from the obligation to do so by giving a *supersedeas* bond: *Downing v. Des Moines N. W. R. Co.*, 63-177.

The right of the owner to receive the amount so deposited is suspended until the appeal is decided. The property is not taken, in an absolute sense, until the final assessment is paid, and the section is, therefore, not unconstitutional: *Peter-son v. Ferreby*, 30-327.

The sheriff holds the deposit not as agent of the owner, but as agent of the company, and if it does not come into the hands of the owner, or is for any reason lost or misappropriated, such loss must be sustained by the company: *White v. Wabash, St. L. & P. R. Co.*, 64-281.

For moneys paid to a sheriff the land owner may maintain action against him at any time after the expiration of thirty days allowed for appeal. The statute of limitations, therefore, runs against such action from that time, and the fact that the land owner has refused the money and has attempted by injunction to restrain the taking of his land will not prevent the running of the statute: *Lower v. Miller*, 66-408.

The fact that the owner of the property accepts the money awarded will defeat an appeal by him, but not an appeal by the company; on an appeal by the

latter the owner is not estopped from claiming any increased amount of damage to which he may appear to be entitled: *Burns v. Chicago, Fort M. & D. M. R. Co.*, 70 N. W., 728.

Before there was any statutory provision on the subject, it was held that acceptance of the damages awarded would bar an appeal by the land owner: *Mississippi & M. R. Co. v. Byington*, 14-572.

SEC. 2011. Trial—judgment—costs. On the trial of the appeal, no judgment shall be rendered except for costs. The amount of damages shall be ascertained and entered of record, and if no money has been paid or deposited with the sheriff, the corporation shall pay the amount so ascertained, or deposit the same with the sheriff, before entering upon the premises. Should the corporation decline to take the property and pay the damages awarded on final determination of the appeal, then it shall pay, in addition to the costs and damages actually suffered by the land owner, reasonable attorney's fees, to be taxed by the court. [C. '73, § 1257.]

Under the Revision (which contained no similar provision), *held*, that where a general judgment was rendered against the company on appeal, it could have no greater effect than an assessment of damages as contemplated by the statute: *Gear v. Dubuque & S. C. R. Co.*, 20-523.

Interest may be allowed on the damages awarded from the time of condemnation, provided such damages are greater than as found by the sheriff's jury: *Hartshorn v. Burlington, C. R. & N. R. Co.*, 52-613.

Further as to interest, see notes to § 2009. In such a proceeding no judgment can be rendered except for costs. After the assessment, the company, by paying the costs and damages, may relieve itself from further liability. Therefore the statute of limitations does not apply to such a proceeding: *Hartley v. Keokuk & N. W. R. Co.*, 85-455.

SEC. 2012. Additional deposit. If, on the trial of the appeal, the damages awarded by the commissioners are increased, the corporation shall pay or deposit with the sheriff the whole amount of damages awarded before entering on, or using or controlling, the premises. The sheriff, upon being furnished with a certified copy of the assessment, may remove said corporation, and all persons acting for or under it, from said premises, unless the amount of the assessment is forthwith paid or deposited with him. [C. '73, § 1258.]

Where the amount of damages awarded by the commissioners is paid to the sheriff and the company enters upon the land, if upon appeal by the land owner a larger sum is awarded, the company may be enjoined from further use of the property until it pays such further sum: *Richards v. Des Moines Valley R. Co.*, 18-259.

The federal court will not order its marshal to oust the railway company from the possession of the premises for non-payment of damages for the right of way fixed in that court of appeal, when the remedy of the statute, by application to the sheriff, is open to the property owner: *Reed v. Chicago, M. & St. P. R. Co.*, 25 Fed., 886.

If appeal is taken from the award and the damages awarded are greater than were allowed by the commissioners, the company desiring to appeal to the supreme court must deposit the amount with the sheriff, and is not relieved from the obligation by giving a *supersedeas* bond: *Downing v. Des Moines N. W. R. Co.*, 63-177.

SEC. 2013. Damages reduced. If the amount awarded by the commissioners is decreased on the trial of the appeal, the reduced amount only shall be paid the land owners. [C. '73, § 1259.]

SEC. 2014. Channels or ditches along right of way. In any case where it would have the right to dig a channel or cut a ditch, so as to change and straighten the course of a stream or water course too frequently crossed by such road, for the purpose of protecting the right of way and road-bed, or promoting safety and convenience in operation of the road, it may, if it cannot agree with the owners of the land to be crossed by such channel or ditch, either as to its location or the price to be paid for land taken, condemn an amount sufficient and convenient for such purpose, in the same manner that lands for the right of way for the road-bed may be condemned; and such condemnation shall be made with the same rights of appeal as in other cases of condemnation of land for right of way uses. Nothing in this section shall give the corporation the right to change the course of any stream or water course where such right does not otherwise exist, nor to turn such stream or water course off from any cultivated meadow, or pasture lands, when it only touches such lands at one point, unless the owner or owners thereof consent to such diversion. [18 G. A., ch. 191.]

This section, at least in so far as it applies to cases where the right of way is taken, as provided for the purpose of promoting the safety of the traveling public, is not unconstitutional as authorizing the taking of private property for other than a public purpose: *Reusch v. Chicago, B. & Q. R. Co.*, 57-687.

SEC. 2015. Non-user of right of way. Where a railway constructed in whole or in part has ceased to be operated for more than five years; or where the construction of a railway has been commenced and work on the same has ceased and has not, in good faith, been resumed for more than five years, and remains unfinished; or where any portion of any such railway has not been operated for four consecutive years, and the rails and rolling stock have been wholly removed therefrom; it shall be treated as abandoned, and all rights of the person or corporation constructing or operating any such railway, over so much as remains unfinished or from which the rails and rolling stock have been wholly removed, may be entered upon and appropriated as provided in the next section. If the railway or any part thereof shall not be used or operated for a period of eight years, or if, its construction having been commenced, work on the same has ceased and has not been in good faith resumed for eight years, the right of way, including the road-bed, shall revert to the owner of the land from which said right of way was taken. [18 G. A., ch. 15; 15 G. A., ch. 65; C. 73, § 1260.]

This section defines what shall be regarded as an abandonment of a right of way, and nothing less than non-user for eight years will authorize the owner of the land from whom the right of way was taken to retake possession. If he does so, the company may at any time within eight years enter upon the land again and resume its use: *Fernow v. Chicago, M. & St. P. R. Co.*, 75-526.

These provisions apply to the case of a railroad which has been commenced and abandoned before the enactment of the statute. The time which had expired before the enactment and after the abandonment of the work is to be taken into account in computing the eight years. A railroad company has no vested right by contract to hold a right of way which it has abandoned, and the section is not unconstitutional in that respect: *Skullman v. Chicago, M. & St. P. R. Co.*, 78-404.

In the absence of statute non-user for any length of time would not work a forfeiture, but if without intention to resume the use it would constitute an abandonment; and therefore under this section mere non-user, without other evidence of intention to abandon, will not constitute an abandonment unless it has continued for eight years, when it will constitute an abandonment without regard to the intent: *McClain v. Chicago, R. I. & P. R. Co.*, 90-646.

But the statute does not apply to an agreement between the parties for forfeiture upon other terms than those provided in it and a stipulation that abandonment shall follow if the grantor shall cease permanently to use the right of way for the purposes for which it is conveyed will be effectual without regard to the length of time of non use: *Ibid.*

The easement being acquired by express grant is not barred by a failure to use the same for ten years, and a possession of the property, during that time, by the original owner, in the absence of any act of his preventing the use: *Barlow v. Chicago, R. I. & P. R. Co.*, 29-276; *Noll v. Dubuque, B. & M. R. Co.*, 32-66.

A land owner who has received damages for a right of way and has entered into an agreement by which another company has taken and used such right of way is not in position to rely on an abandonment by the first company: *Marling v. Chicago, C. R. & N. R. Co.*, 67-331.

A portion of a line may become abandoned. Whether it is so or not is a question of fact: *Central Iowa R. Co. v. Moulton & A. R. Co.*, 57-249.

SEC. 2016. Condemning abandoned right of way. In case of abandonment, as provided in the preceding section, any other corporation may enter upon such abandoned work, or any part thereof, and acquire the right of way over the same, and the right to any unfinished work or grading found thereon, and the title thereto, by proceeding as near as may be in the manner provided in this chapter; but parties who have previously received compensation in any form for the right of way on the line of such abandoned railway, which has not been refunded by them, shall not be permitted to recover the second time. The value of such roadbed and right of way, excluding the work done thereon, when taken for a new company, shall be assessed for the benefit of the former company or its legal representative. [C. '73, § 1261.]

Where, upon condemnation of right of way over agricultural college land, the damages assessed were deposited with the sheriff, held, that without return of the amount thus deposited the grantee of the agricultural college could not have another assessment of damages for the use of the premises by another railway company: *Chicago, M. & St. P. R. Co. v. Bean*, 69-257.

A land owner who has received compensation which has not been refunded by him cannot recover the second time: *Dubuque & D. R. Co. v. Diehl*, 64-635.

SEC. 2017. Raising or lowering highways. Any such corporation may raise or lower any turnpike, plank road or other road for the purpose of having its railway cross over or under the same, and in such cases said corporation shall put such road, as soon as may be, in as good repair and condition as before such alteration. [19 G. A., ch. 122; 15 G. A., ch. 47; C. '73, § 1262; R., § 1321.]

This section as it originally stood, authorizing a railway corporation to raise or lower a highway "for the purpose of having its railway pass over or under the same," was construed to confer upon railway companies the right to construct their tracks upon the public highways, including the streets of a city, without compensation to an abutting property owner, where he did not own the fee in

the highway or street: *Milburn v. Cedar Rapids*, 12-246; *Gear v. Chicago, C. & D. R. Co.*, 39-23.

But as now amended, by substituting "cross" "for pass," it cannot be construed as authorizing such use of highways or streets without other express legislative authority: *Stanley v. Davenport*, 54-463.

The objection imposed by the statute upon a railway company constructing and operating its railway, to construct at all points where the highway crosses it sufficient and safe crossings, is binding upon all corporations using railways in the state: *Farley v. Chicago, R. I. & P. R. Co.*, 42-234.

The embankment constructed as necessary approach to the crossing is a part of the crossing and the company is required to keep it in repair: *Ibid.*

The company is bound to keep crossings in a safe condition, and this obligation extends to the approaches to a bridge: *Newton v. Chicago, R. I. & P. R. Co.*, 66-422.

The company is under obligation to build and keep in repair an overhead crossing and the approaches thereto, provided the grade crossing is unsuitable and the overhead crossing is necessary to put the street in proximately as good repair and condition as before the railroad was built. *Ibid.*

The burden of putting the highway into proper condition is imposed upon the railway company and attaches when the railway is constructed and the burden is so connected with the right to maintain and operate the railway that liens acquired by creditors on the railway property are subject to it: *Ft. Dodge v. Minneapolis & St. L. R. Co.*, 87-389.

In a proceeding by mandamus to compel the railroad company to put in an overhead crossing, the company being in the hands of a receiver appointed by the same court, may be directed by the court as to the plans and specifications in accordance with which such crossing shall be constructed: *Ibid.*

As the railway has the right to raise or lower highways at crossings, an indictment charging the company with obstructing the public highway with digging, plowing, and scraping such highway, throwing up embankments and making excavations, etc., at points where the railway crosses such highway, does not state facts sufficient to constitute the crime of obstructing the highway: *State v. Chicago, B. & P. R. Co.*, 63-508.

In an action for personal injuries received at a public crossing, the fact that the crossing is not as good as the highway was before the construction of the railway is admissible for the purpose of showing what vigilance was required of the railway as to the use of signals and the operation of trains in approaching such crossing: *Funston v. Chicago, R. I. & P. R. Co.*, 61-452.

Where by reason of there not being sufficient service of notice a highway which is located across the right of way is not legally established the company is not under obligation to put in a crossing: *State ex rel. v. Iowa Cent. R. Co.*, 91-275.

The company has no right to cross a street in a city or town diagonally without making compensation to abutting property owners for damages as required by § 767: *Enos v. Chicago, St. P. & K. C. R. Co.*, 78-28.

A railroad may cross a street in a city without the consent of the city council required by § 767: *Gates v. Chicago, St. P. & K. C. R. Co.*, 82-518.

The company may raise or lower the highway for the purpose of having its road cross over or under the same, but not for the purpose of making a grade crossing higher or lower than the grade of the highway: *Ibid.*

While the company may raise a highway crossing for the purpose of having its railway pass under, it is required to put such highway in as good condition as before the alteration. This authority does not exempt the company from damages for which it is otherwise liable under the provisions of § 767, with reference to the construction of railways in streets: *Nicks v. Chicago, St. P. & K. C. R. Co.*, 84-27.

The owner of property abutting on a street over which a railway is constructed under the provisions of § 767, not being the owner of the fee of the street, cannot recover unless he can show actual damages: *Cook v. Chicago, M. & St. P. R. Co.*, 83-278.

And see notes to § 767, as to damages to abutting owners where the track is laid in a street.

The railway has no right to fence its track where it crosses streets or alleys properly laid out, whether they have been improved and used by the public or not: *Lathrop v. Central Iowa R. Co.*, 69-105. And see notes to § 2055.

Highways may be laid out across the right of way: *Chicago, M. & St. P. R. Co. v. Starkweather*, 66 N. W., 87.

But the company cannot be compelled to construct a viaduct crossing: *Albia v. Chicago, B. & Q. R. Co.*, 71 N. W., 541.

SEC. 2018. Further repairs. If the supervisors, trustees, city council, or other person having jurisdiction over such road, require further or different repairs or alterations made thereon, or if the same, in their opinion, is unsafe, they shall give notice thereof in writing to any agent or officer of the corporation, and, if the parties are unable to agree respecting the same, either may apply by petition, setting out the facts, to the district court or judge thereof, and such court or judge shall cause reasonable notice to be given the adverse party of the application. The petition shall be filed in the clerk's office, and may be answered as in other cases. The court shall determine the matter in a summary way, and make the necessary orders in relation thereto, giving such corporation, if found at fault, a reasonable time to comply therewith, and, upon failure to do so, it may enjoin the corporation from using so much of its road as interferes with any such roads, and may award costs in favor of the prevailing party. [C. '73, § 1263; R., §§ 1322-3.]

SEC. 2019. Temporary ways. Every such corporation, when employed in raising or lowering any road, or in making any other alteration by means of which the same may be obstructed, shall provide and keep in good order suitable temporary ways to enable travelers to avoid or pass such obstructions. [C. '73, § 1264; R., § 1324.]

SEC. 2020. Crossing railways, canals, etc. Any such corporation may construct and carry its railway across, over or under any railway, canal or water course, when it may be necessary in the construction of the same, and in such cases it shall so construct its crossings as not unnecessarily to impede the travel, transportation or navigation upon the railway, canal or stream so crossed. Said corporation shall be liable for the damages occasioned to any person injured by reason of said crossing. [C. '73, § 1265; R., § 1325.]

The requirement of § 2073, that trains should come to a full stop at crossings of other railroads, necessarily renders crossings on grade an impediment, to some extent, to travel and transportation, but the inconvenience and delay arising from their use must be borne by the company. The company constructing an intersecting line is required to so construct the crossing as not to unnecessarily interfere with the crossing of the other road. Whether such crossing shall be made at grade, or over or under the other, must depend upon circumstances; and under particular facts, *held*, that a requirement that an under-crossing be constructed was not unreasonable: *Humeston & S. R. Co. v. Chicago, St. P. & K. C. R. Co.*, 74-554.

The right of a railway to cross another is subject to the limitation that the crossing shall be so made as not unnecessarily to interfere with the use of the railway crossed and where such interference is plain it is within the jurisdiction of a court of equity to prescribe the method and conditions under which such

crossing may be made: *Chicago, B. & Q. R. Co. v. Chicago, Ft. M. & D. M. R. Co.*, 91-16.

SEC. 2021. Bridges—damages. Every such corporation shall maintain and keep in good repair all the bridges, with their abutments, which it may construct for the purpose of enabling its railway to pass over or under any turnpike, road, canal, water course or other way, and shall be liable for all damages sustained by any person in consequence of any neglect or violation of the provisions of this chapter. [C. '73, §§ 1266-7; R., §§ 1326-7.]

The provisions of this section do not extend the liability of the corporation to the acts of those not its agents or servants: *Callahan v. Burlington & M. R. R. Co.*, 23-562.

SEC. 2022. Private crossings. When any person owns land on both sides of any railway, the corporation owning the same shall, when requested so to do, make and keep in good repair one cattle-guard, and one causeway or other adequate means of crossing the same, at such reasonable place as may be designated by the owner. [C. '73, § 1268; R., § 1329.]

When required: It is evident that the provisions of this section are not intended to apply to streets in cities and towns: *Gates v. Chicago, St. Paul & K. C. R. Co.*, 82-518.

The company need not provide a crossing unless the land owner requires it: *Henderson v. Chicago, R. I. & P. R. Co.*, 48-216.

The obligation to erect a private crossing by reason of the provisions of this section, and not under contract between the parties, is a public obligation of such a nature that the board of railroad commissioners has jurisdiction to investigate the question and make an order with reference thereto: *State v. Mason City & Ft. D. R. Co.*, 85-516.

The remedy by *mandamus* in such a case is not exclusive: *Ibid.*

The duty of the company to construct a private crossing may be enforced by *mandamus*: *Boggs v. Chicago, B. & Q. R. Co.*, 54-435.

And in the particular case, *held*, that a request of the person owning land on both sides of the railway track, for an open crossing at a particular point, was not unreasonable, and compliance therewith might be enforced: *Ibid.*

The owner of land is authorized to designate the place where the crossing for his benefit shall be made, and the limitation put upon his choice of location is that the place designated shall be a reasonable one: *Van Vrankin v. Wisconsin, I. & N. R. Co.*, 68-576.

The location and character of a crossing must be determined with due regard for all the interests involved in its construction and maintenance, and the reasonable use which the land owner desires to make of it, its expense and the effect it will have upon the operation of the railroad and the safety of life and property, and in a particular case, *held*, that while a crossing would be a great convenience to the land owner, yet the inconvenience and danger to the operation of trains by the company was such that it should not be required: *Truesdale v. Jensen*, 91-312.

Where the only means a citizen has of reaching a highway is across the railway, he may insist that an open crossing be provided for him by means of which he may reach the highway without stopping to open gates or remove bars: *Gray v. Burlington & M. R. R. Co.*, 37-119.

Where a party owning land on opposite sides of a highway maintains a lane and fences in such manner as to indicate that he prefers an open crossing instead of one closed by gates, the company will not be liable to him for failure to maintain such gates: *Tyson v. Keokuk & D. M. R. Co.*, 43-207.

Where a railroad passes through a pasture the owner is not, as a matter of course, entitled to an open crossing for his stock, regardless of any other means

of crossing. To entitle him to such a crossing it must appear that there is no provision for passing from one part of the field to the other, which is adequate under the circumstances: *Curtiss v. Chicago, M. & St. P. R. Co.*, 62-418.

The words "one cattle guard" do not mean a single structure on one side of the causeway, but such guard as will prevent stock from going over the causeway on to the track on either side: *State ex rel. v. Burlington, C. R. & N. R. Co.*, 68 N. W., 819.

One grade crossing for each land owner whose land is divided by the right of way with gates and grade is the rule in this state, and it is only when a grade crossing is inadequate that other or additional means may be ordered. Therefore, *held*, that where the only objection to such crossing was the inconvenience of opening and closing the gates it was error for the commissioners to order the railroad to construct an under grade crossing: *Ibid*.

While there may be cases where an overhead crossing can properly be required, yet in view of the fact that grade crossings are the rule, it would require a strong case to warrant the court in holding an overhead crossing to be reasonable and just: *State v. Chicago, M. & St. P. R. Co.*, 86-304.

A company required to maintain and construct proper cattle-guards cannot by contract with another company, whose road it purchases, relieve itself from the right or obligation to do so: *Downing v. Chicago, R. I. & P. R. Co.*, 43-96. As to cattle-guards, see also notes to § 2054.

Gates and bars at private crossings: If the company undertakes to and does construct fences, gates, crossings and cattle-guards, etc., for a private owner, a request for their construction may be presumed, and the company will be required to keep them in repair: *Miller v. Chicago, R. I. & P. R. Co.*, 66-546.

Under the provisions of a previous statute, differing from the present one as to private crossings, *held*, that a company had a right to construct fences at such crossings, but must provide the same with gates: *McKinley v. Chicago, R. I. & P. R. Co.*, 47-76, 78.

The duty to maintain gates at private crossings is a part of the duty to fence, and the company will be liable for damages to stock injured by reason of failure to construct such gates or keep them in repair: *Ibid*; *Mackie v. Central R. of Iowa*, 54-540.

Where the claim was that stock escaped upon the track by reason of the gate at a private crossing being insufficient, as originally constructed, *held*, that no evidence of knowledge of the defective condition was necessary, as it would have been in the case of a failure to repair: *Morrison v. Burlington, C. R. & N. R. Co.*, 84-663.

A land owner driving cattle in through the gate at one crossing and along the right of way for the purpose of turning them out at the gate at another crossing is guilty of negligence; and in a particular case, *held*, that there was not such negligence on the part of the employes of the company after they were aware of the cattle being on the track as to render them liable for damage in killing some of the cattle: *Davidson v. Central Iowa R. Co.*, 75-22.

As to the liability for failure to fence in general, see § 2055.

Where it is the duty of a railway company to keep closed a gate in a fence of its right of way it will be liable for injury to stock due to negligence in performing that duty: *Manwell v. Burlington, C. R. & N. R. Co.*, 89-708.

The obligations imposed upon the company to fence and to provide private crossings are correlative, and if it does each as well as it can consistently with the other it is not liable: *Henderson v. Chicago, R. I. & P. R. Co.*, 39-220.

Where the company is required to put in a private crossing and erect proper gates and bars, it will not be liable for negligence of a person for whom the crossing is constructed in habitually leaving such gates or bars open, further than that it must use reasonable diligence and care in keeping them closed: *Ibid*.

But the company is not responsible in the absence of negligence, although it knows that the land owner or other persons are in the constant or usual habit of leaving the gates open: *Henderson v. Chicago, R. I. & P. R. Co.*, 43-620.

Where the company nailed up the gates at a private crossing for the reason that they had been habitually left open, and the land owner tore down the fence so that the gates should be open, *held*, that it was error to instruct the jury as to the effect of the abandonment by the land owner of his crossing: *Ibid*.

The sufficiency of the gates provided at a private crossing is a question of fact for the jury; and *held*, that it was error to instruct the jury that such gates were sufficient in view of the fact that the land owner gave no notice to the company of objection thereto, and himself believed them sufficient: *McKenly v. Chicago, R. I. & P. R. Co.*, 43-641.

Under particular facts, *held*, that it was not sufficiently shown that injury to stock resulted from defect in the gate through which they escaped upon the track: *Bothwell v. Chicago, M. & St. P. R. Co.*, 59-192.

In an action for injuries to stock from failure to maintain a gate at a private crossing in good condition, evidence of the condition of the gate two or three days after the accident, it not being shown that its condition as to security was different from what it was at the time of the accident, was held proper: *Mackie v. Central R. of Iowa*, 54-540.

Where the company constructs a gate at a private crossing without fastenings, and in such manner that it may be blown open by the wind, it is not proper to charge the jury that the responsibility for keeping the gate closed is upon the person for whose convenience it is constructed, and that he cannot recover for injuries to his stock coming upon the track through such gate: *Hammond v. Chicago & N. W. R. Co.*, 43-168.

Where it appeared that a gate at a private crossing had been constructed without fastenings and the wind had sometimes blown it open, *held*, that it was improper to exclude from the jury the question as to whether the company was guilty of negligence in thus constructing it, and that the proof of the habit of an adjoining owner to leave the gate open would not preclude recovery on account of such negligence in the original construction, it not appearing that it had been left open by such owner in the particular instance when the damage occurred: *Ibid.*

A company may be liable without knowledge of the defect in the fence if, in the exercise of reasonable care, such knowledge would have been acquired. If the fence was originally defective the company is chargeable with knowledge thereof without express notice: *Ibid.*

The company is only liable for negligence in failing to put up the bars at a private crossing, which have been left down, after acquiring knowledge of their condition, or in not ascertaining their condition, and the burden of proving such negligence is upon the plaintiff: *Perry v. Dubuque Southern R. Co.*, 36-102.

Proof of the mere fact that bars have been left down by some person, and that through them cattle have strayed upon the track and been injured, does not make a *prima facie* case of liability on the part of the company. Such liability, if it exists at all, arises from the conduct of the company after the bars have been left down, either in failing to put them up after acquiring knowledge that they were down, or in neglecting to use reasonable diligence to ascertain such condition: *Ibid.*

Where the employees have closed a gate at a crossing they may assume that it will not be opened by persons passing through without right and the company is not liable for injuries to stock escaping on the track through such gate subsequently left open, the employees not having notice as to such gate being open: *Harding v. Chicago, M. & St. P. R. Co.*, 69 N. W., 1019.

And as to a like rule in regard to failure to repair fences, see notes to § 2055.

It is erroneous to instruct the jury that a person whose stock has been injured upon the track makes a *prima facie* case against the company by showing that the gate through which stock came upon the track was out of repair previous to the accident. Proof of such fact does not cast upon defendant the burden of showing that the accident did not result by reason of the gate being open. Such fact would be a circumstance tending to show that it was open through defendant's fault which might have much or little weight according to circumstances; but the burden of proof would remain upon plaintiff to show negligence of defendant causing the injury: *Johnson v. Chicago, R. I. & P. R. Co.*, 55-707.

The fact that the bars are left down by the land owner will not as to third persons discharge the company from its obligation to keep them closed: *Bartlett v. Dubuque & S. C. R. Co.*, 20-188.

But the land owner could not recover for injuries resulting therefrom, and might be liable to a third person injured by such bars being open: *Russell v. Hanley*, 20-219.

If, by reason of the act of the land owner in wrongfully removing a gate at a private crossing on his land, stock of a third person gets upon the track and is injured, and the company is held liable therefor, it may recover from such land owner the amount which it has been compelled to pay: *Chicago & N. W. R. Co. v. Dunn*, 59-619.

SEC. 2023. Right of way for canal, turnpike, or bridge. When any corporation or person desires to construct a canal, turnpike, graded, macadamized or plank road, or a bridge, such corporation or person may take such private property as may be necessary for right of way, not exceeding one hundred feet in width, by pursuing the course prescribed in this chapter. [C. '73, § 1269; R., §§ 1278-88; C. '51, §§ 759-779.]

This section does not authorize the taking of private property for landings for a public ferry: *Sanford v. Martin*, 31-67.

SEC. 2026. Street railways over highways. Any corporation organized under the laws of this state to operate a street railway in any city or town may, for the purpose of extending its railway beyond the limits thereof, locate, build and operate, by animal or other power, its road over and along any portion of the public road which is one hundred feet or more wide. It shall as soon as practicable put the road in as good repair as it was before its use for such railway. Boards of supervisors are authorized to accept for road purposes conveyances of land adjoining any such road or part thereof sufficient to increase the same to the width of one hundred feet; but in any county in which such company desires to operate its line of railway over a road not less than sixty feet in width, for a distance not over two miles beyond the limits of a city or town to any state institution, the board of supervisors may grant the right to it to operate its line over said road, not exceeding two miles, under such rules and regulations as said board may prescribe. The board shall have the power to rescind or modify such grant, rules and regulations at any time. [18 G. A., ch. 32, § 1.]

SEC. 2027. Damages to abutting owners. Unless the owners of the land abutting each side of said road shall consent to such use, the railway company shall pay all damages sustained by the land owners caused by building said road, which shall be ascertained and paid in the same manner as is provided for taking private property for works of internal improvement, and it shall also be liable for all damages resulting from the carelessness of its officers, agents or servants in the construction or operation of its railway. [24 G. A., ch. 22; 23 G. A., ch. 21; 18 G. A., ch. 32.]

The last provision of this section would be unnecessary if § 2071 were to be construed as applicable to street railways, but that section and other sections of the same chapter were evidently enacted without having in contemplation their application to street railways: *Manhattan Trust Co. v. Sioux City Cable R. Co.*, 68 Fed., 82.

SEC. 2028. Ways to lands which have none. Any person, corporation or copartnership owning or leasing any land not having a public or private way thereto, may have a public way to any railway station, street or highway established over the land of another,

not exceeding forty feet in width, to be located on a division line or immediately adjacent thereto, and not interfering with buildings, orchards, gardens or cemeteries; and when the same shall be constructed it shall, when passing through inclosed lands, be fenced on both sides by the person or corporation causing it to be established. [25 G. A., ch. 18; 15 G. A., ch. 34, § 1.]

No authority is given by this act to construct a private way. The way, when condemned, is to be a public one, and the act is therefore not invalid: *Jones v. Mahaska, etc., Coal Co.*, 47-35.

A road or way established under the provisions of this statute is a public way, in the sense that the public may use and enjoy it in the manner in which roads and highways are ordinarily used by it, and the mine owner who procured it to be established must use the special privilege which the act confers on him in such a way as not to destroy this right of the public or prevent its enjoyment, and the statute is therefore constitutional. Nor can the construction of the railway in accordance with these provisions be enjoined on the ground that it prevents the owner of the land from constructing a railway thereon for his own use: *Phillips v. Watson*, 63-28.

11 G. A., ch. 127, which provided for the establishment of private ways was held unconstitutional; but, *held, arguendo*, that to afford an outlet to a citizen or access to mineral wealth, a public way might properly be established: *Bankhead v. Brown*, 25-540.

SEC. 2029. Proceedings to condemn. If the owner of any real estate necessary to be taken refuses to grant the right of way, if he and the person, partnership or corporation asking its establishment cannot agree upon the compensation to be paid therefor, the sheriff of the county in which said real estate is situated shall, upon the application of either party, appoint six freeholders of the county, not interested in the same or a like question, who shall assess the damage which said owner will sustain, and make report thereof in writing to the sheriff, and, if the applicant for such way shall, before entering upon said real estate for the purpose of constructing such way, pay to the sheriff for the use of the owner the sum assessed, said road may be at once constructed and maintained. [15 G. A., ch. 34, § 2.]

SEC. 2030. Provisions applicable. The application to the sheriff, and all other proceedings relating thereto, the result of non-user, and the rights and duties as to other roads, shall be the same as provided in this chapter in relation to the taking of private property for the right of way of railroads, the effect of non-user or abandonment of such rights of way and road-beds, and in the chapter or chapters of this code relating to roads, except that the report of the commissioner and the record thereof shall confer no title upon the applicant for the land so taken, but shall be presumptive evidence of the establishment of such way. [Same, § 3]

SEC. 2031. Railway established. Any owner, lessee or possessor of lands having coal, stone, lead or other mineral thereon, who has paid the damages assessed for roads established as above provided, may construct, use and maintain a railway thereon, for the purpose of reaching and operating any quarry or mine on such land and of transporting the products thereof to market. In giving the notices required in such cases, the applicant shall state whether

a railway is to be constructed and maintained on the way sought to be established, and, if it be so stated, the jury shall consider that fact in the assessment of damages. [Same, § 4.]

SEC. 2032. Rights of riparian owners. All owners and lessees of lands or lots situated upon the Iowa banks of the Mississippi or Missouri rivers, upon which any business is carried on which is in any way connected with the navigation of either of said rivers, or to which such navigation is a proper or convenient adjunct, are authorized to construct and maintain, in front of their property, piers, cribs, booms and other proper and convenient erections and devices for the use of their respective pursuits, and the protection and harbor of rafts, logs, floats and other water crafts, in such manner as to create no material or unreasonable obstruction to the navigation of the stream, or to a similar use of adjoining property. [15 G. A., ch. 35, § 1.]

SEC. 2033. Construction of railroad. No person or corporation shall construct or operate any railroad or other obstruction between such lots or lands and either of said rivers, or upon the shore or margin thereof, unless the injury and damages to owners or lessees occasioned thereby shall be first ascertained and compensated in the manner provided in this chapter for taking private property for works of internal improvement. [Same, § 2.]

Whether the preceding section is in conflict with act of congress (U. S. Rev. Stat., § 5254), relating to the construction of cribs, piers, etc., on the Mississippi river, *quære*. But even if it is, this section is not thereby rendered void. If a riparian owner is engaged in business connected with the navigation of the river it is not essential to his right to recover under this section that he should have erected a crib or pier in front of his property. The rule recognized in *Tomlin v. Dubuque, B. & M. R. Co.*, 32-106, is no longer applicable, Revision, § 1328, being now repealed: *Renwick v. Davenport & N. W. R. Co.*, 49-664; S. C. 102 U. S., 108.

CHAPTER 5.

OF THE CONSTRUCTION AND OPERATION OF RAILWAYS.

SECTION 2034. Change of name. Any corporation organized under the laws of this state for the purpose of constructing and operating a railway may, with the consent of two-thirds of all the stockholders in interest, change the corporate name thereof, but no such change shall be complete until the president and secretary shall file in the office of the secretary of state a statement under oath showing the consent of the stockholders thereto and the new name adopted, with a certified copy of the proceedings in relation thereto as appears in the records thereof, and from that time the corporation by its new name shall be entitled to all the rights, powers and franchises that it possessed under the old one, and by such new name shall be liable upon all contracts and obligations entered into by or binding upon such corporation under the old name to the same extent and in the same manner as if no change had been made. [C. '73, § 1273.]

SEC. 2035. Record. The secretary of state shall immediately record in the proper book in his office matter filed under the preceding section, making references to the record of the articles of incorporation. [C. '73, § 1274.]

SEC. 2036. May join or consolidate. Any such corporation may join, intersect and unite its railway with that of any other corporation at such point upon the boundary line of this state as may be agreed upon, and, with the consent of three-fourths in interest of all the stockholders, by purchase, sale or otherwise, may merge and consolidate the stock, property, franchises and liabilities of such corporations, making the same one corporation, upon such terms as may be agreed upon, not in conflict with law. [C. '73, § 1275; R., § 1332.]

A railroad corporation organized under the general law may, after constructing a line, sell the property and continue the object of its incorporation by the construction of a new line: *Mahaska County R. Co. v. Des Moines Valley R. Co.*, 28-437.

Where the articles of incorporation of the company provided for the sale of the property with the limitation that "no sale shall be valid until all debts of the company shall be paid or arranged for," held, that the indebtedness being a very inconsiderable sum, if anything, and the purchaser having inquired if there were any debts, and being always ready to pay any that might be established, a sale under such circumstances was valid: *Ibid.*

Where a railway company through its directors sold its property to another company and the directors and stockholders of the former stood by with knowledge of all the facts and saw the latter company make large expenditures on the property, held, that they were estopped from seeking a recovery of the property because of an irregularity in the sale: *Ibid.*

A company buying in the franchise of property of a railroad at a foreclosure sale does not become privy to any agreement on the part of the original company except so far as it may be incorporated into the deeds of conveyance under which the title is held: *Close v. Burlington, C. R. & N. R. Co.*, 64-149.

Where two railroad companies were consolidated under the arrangement that stock in the new company should be issued to stockholders in the old companies, and the new company should acquire the property of the old, held, that a stockholder in one of the old companies did not, by such transfer of property, acquire a vendor's lien thereon: *Cross v. Burlington & S. W. R. Co.*, 58-62.

The purchaser of a railway at foreclosure sale acquires no better rights than the company whose franchise it purchases, and where the predecessor had occupied the streets of a city by its track without having paid damages assessed to an abutting property owner, and such property owner had recovered judgment for damages, held, that he might maintain an action against the successor to enjoin it from the use of the streets until payment of such judgment: *Harbach v. Des Moines & K. C. R. Co.*, 80-593.

The fact that the previous company was allowed to occupy the street by the property owner without payment of damages would be a favor to it only and not a right passing to its successor by a foreclosure sale: *Ibid.*

SEC. 2037. Connections. Any such corporation which has constructed or may construct its railway so as to meet or connect with another railway in an adjoining state at the boundary line of this state, may make such contracts and agreements therewith for the transportation of freight and passengers, or the use of its railway, as the board of directors may see proper, and not inconsistent with law. [C. '73, § 1276; R., § 1334.]

SEC. 2038. Extension. Any such corporation organized for the purpose of constructing a railway from a point within the state

may construct or extend the same into or through any other state, under such regulations as may be prescribed by the laws of such state, and its rights and privileges over said extension in the construction and use thereof, and in controlling and applying the assets, shall be the same as if its railway was constructed wholly within the state. [C. '73, § 1277; R., § 1333.]

SEC. 2039. Duties and liabilities of lessees. All the duties and liabilities imposed by law upon corporations owning or operating railways shall apply to all lessees or other persons owning or operating such railways as fully as if they were expressly named herein, and any action which might be brought or penalty enforced against any such corporation by virtue of any provisions of law may be brought or enforced against such lessees or other persons. [C. '73, § 1278.]

The obligation to fence (under § 2055) rests upon the lessee as much as upon the lessor, and the lessee is liable to damages done by its train, although as between it and the lessor the duty of fencing rests upon the latter: *Clary v. Iowa Midland R. Co.*, 37-344.

Where the owner and a lessee each runs trains over the road, each is liable only for stock injured by its own trains by reason of the failure to fence: *Stephens v. Davenport & St. P. R. Co.*, 38-327.

The remedy given against the lessees by statute is merely cumulative, and the right of action for negligence causing the injury of a passenger exists as against the company in whose name the road is being operated, although it may, in fact, have been leased to and be under the control of a lessee: *Bower v. Burlington & S. W. R. Co.*, 42-548.

Prior to express statutory provision, *held*, that the statute imposing a liability for injuries to stock where the right of way is not fenced was not applicable to a lessee: *Liddle v. Keokuk, Mt. P. & M. R. Co.*, 23-378.

But further, *held*, under the same statutory provision, that where the lessee had the exclusive right to run, operate and control the road, and had built and maintained fences along the road, and had the same power to protect itself that the lessor would have, it was liable for injury to stock to the same extent as though it were owner of the road: *Stewart v. Chicago & N. W. R. Co.*, 27-282.

The company whose engines set out fire are liable for damages from the fire thus set out, although the line is owned and operated by another company and fire starts on the right of way by reason of combustible material allowed to accumulate thereon by such other company: *Slossen v. Burlington, C. R. & N. R. Co.*, 60-215.

Where a railway company incorporated under the laws of Iowa leases its road to a foreign corporation, the lessor is a necessary party to an action for breach by the lessee of a contract entered into originally with the lessor. The statutory provision as to the liability of a lessee does not discharge lessor from liability, but in effect makes both the lessor and the lessee jointly liable: *Chicago & N. W. R. Co. v. Crane*, 113 U. S., 424.

A lessee of a railroad can exercise no right that its lessor could not, and if the lessor was subject to injunction against operating its road at the suit of the land owner whose property had been taken without compensation, the lessee is subject to the same restriction: *Hibbs v. Chicago & S. W. R. Co.*, 39-340.

The company owning a railroad, and in whose name it is being operated, is liable in an action for personal injuries received thereon, although the road is leased to and operated by a lessee: *Bower v. Burlington & S. W. R. Co.*, 42-546.

Where a railroad was leased to defendant under a contract by which he was to manage the same and apply the profits, after paying operating expenses, to the payment of certain advances made by him, etc., *held*, that he was a trustee and was not individually liable as lessee for operating expenses: *United States Rolling Stock Co. v. Potter*, 48-56.

The receiver of a railroad, and not the company, is liable for injuries to stock, under the provisions of § 2055: *Brockett v. Central Iowa R. Co.*, 82-369; *Schurr v. Omaha & St. L. R. Co.*, 61 N. W., 280.

A receiver operating a railway under direction of the court is liable to judgment for personal injuries received by an employe from the negligence of other employes engaged in the operation of the road, under the statutory provision on such subject: *Sloan v. Central Iowa R. Co.*, 62-728.

For similar provisions, see § 2066.

SEC. 2040. Offices. The offices of secretary and treasurer or assistant treasurer and general superintendent of railway corporations organized under the laws of the state shall be where its principal place of business is or is to be, in which the original record, stock and transfer books and all the original papers and vouchers thereof shall be kept. Such treasurer or assistant treasurer shall keep a record of the financial condition of the corporation, which shall be open to inspection by any stockholder, or any committee appointed by the general assembly, at all reasonable times. It may keep a transfer office in any other state, with a duplicate transfer book, but no transfer of shares of stock shall be legal or binding until the same is entered in the one kept in the state. The secretary and treasurer or assistant treasurer and general superintendent shall reside in this state. [C. '73, § 1279.]

It is the absolute right of any person under this section to examine the stock and transfer books of a company, whether he shows himself interested therein or not and especially has a stockholder the right at all reasonable hours to inspect the records showing the financial condition of the corporation. Perhaps he has not the right to examine the original papers and vouchers, but as to the original record, stock, and transfer books and the record of the financial condition of the company the right is unquestionable, unless it clearly appears that the purpose of asking such examination is to perplex, annoy, or harass the officers of the company having the records in charge. The stockholder may have the assistance of his attorney and the clerk of such attorney in making examination of such records: *Ellsworth v. Dorwart*, 63 N. W., 588.

SEC. 2041. Bonds—mortgages. Any such corporation may issue its bonds for the construction and equipment of its railway in sums of not less than fifty dollars, payable to bearer or otherwise, with interest not exceeding eight per cent per annum, and making them convertible into stock, and sell the same at such prices as is thought proper. If such bonds are sold below par they shall, nevertheless, be valid, and no plea of usury shall be allowed in any action or proceeding brought to enforce the collection thereof. Such corporation may also secure the payment of the bonds by mortgages or deeds of trust upon the whole or any part of its property and franchises. [C. '73, § 1283; R., § 1339.]

SEC. 2042. After-acquired property. Such mortgages or deeds of trust may by their terms include and cover not only the property of the corporation making them, owned at the time of their date, but all property real and personal which may thereafter be acquired, and they shall be as valid and effectual for that purpose as if the property was in possession at the time of their execution. [C. '73, § 1284; R., § 1340.]

SEC. 2043. Execution of mortgages. They shall be executed in the manner the articles of incorporation or the by-laws of the

corporation may provide, and be recorded in each county through which the railway of the company may be located, or in which any property mortgaged or conveyed may be situated, and when recorded shall be constructive notice of the rights of all parties thereunder, and for this purpose the rolling stock and personal property of the company belonging to the road shall be deemed a part thereof, and such mortgages and deeds so recorded shall protect the lien of the mortgagee or grantee upon personal property to the same extent that it does upon real estate thus mortgaged or conveyed. [C. '73, § 1285; R., § 1341.]

The rolling stock of a railroad is not personal property in such sense as to be subject to a landlord's lien under a lease of terminal facilities used by such railroad: *Trust Co. v. Manhattan Trust Co.*, 77 Fed., 82.

Whether the rolling stock of a railroad is subject to a landlord's lien in favor of the owner of terminal facilities which are leased to the company owning the rolling stock, *quere*: *Manhattan Trust Co. v. Sioux City & N. R. Co.*, 68 Fed., 72.

SEC. 2044. Preferred stock. Any such corporation, with the consent of the holders of two-thirds of all its stock, having no funds with which to pay the interest on its bonded debt or the principal thereof, or of other debts, may issue preferred stock equal to its bonded debt and ten thousand dollars per mile upon its completed road, and exchange the same for its bonds at par, and pay its other debts therewith at par, and such stock shall be entitled to such annual dividends as the directors may determine, not exceeding eight per cent, payable from the net profits of the business of the road each year; but the earnings of any one year shall not be used in whole or in part to pay dividends on any past or future year, nor shall the dividends be paid thereon until all the interest on its interest bearing indebtedness not represented by such stock shall have been paid. The dividends at the rate determined by the directors shall be paid on such stock before any can be paid on the common stock. [15 G. A., ch. 20; C. '73, § 1286.]

SEC. 2045. Conversion into common stock. Such preferred stock and any income or mortgage bond of the corporation shall, at the option of the holder, be convertible into common stock on such terms as the board of directors may prescribe, but the aggregate amount of the common and preferred stock shall not exceed the total amount of stock which the corporation may be authorized by law, or the articles of incorporation, to issue. [C. '73, § 1287.]

SEC. 2046. Selection of directors by bondholders. Any railway corporation organized under any law of the state, including consolidated corporations created pursuant to the laws of this and any adjoining state, may in such manner, under such regulations, and to such an extent as may be prescribed by its board of directors, and consented to by at least two-thirds of the capital stock then outstanding, confer upon the holders of its bonds or other evidences of indebtedness, or upon the holder of any particular class of such bonds or evidences of indebtedness, the right to vote for directors thereof, one or more of whom may be chosen from among such bondholders. [25 G. A., ch. 23.]

SEC. 2047. Corporation may own stock. Any railway corporation organized under the laws of the state, or operating a road therein under the authority of the laws thereof, may acquire, own and hold either the whole or any part of the stock, bonds or other securities of any other railroad company of this or any adjoining state. [25 G. A., ch. 24.]

SEC. 2048. Foreign railway companies—privileges. Any railway corporation organized or created by or under the laws of any other state, owning and operating a line or lines of railroad in such state, may build its road or branches into this state, and shall possess all the powers and privileges, and be subject to the same liabilities, as like corporations organized and incorporated under the laws of this state, if it shall file with the secretary of state a copy of its articles of incorporation, if incorporated under a general law of such state, or a certified copy of the statute incorporating it where the charter thereof was granted by statute. [18 G. A., ch. 128.]

A foreign railroad company doing business in Iowa may be sued in the federal courts in Iowa as a foreign corporation, service of process being made upon an agent of the company: *Dinzy v. Illinois Central R. Co.*, 61 Fed., 49.

A railway company complying with these requirements is not entitled to personal service of notice in a proceeding to locate a highway over its land where its ownership thereof does not appear by the transfer books. It is no better position than a domestic railway company in this respect: *State v. Chicago, M. & St. P. R. Co.*, 80-589.

SEC. 2049. Bonds secured by mortgage. Any railway corporation organized under the laws of the state may mortgage its property and franchises, in whole or in part, to secure bonds issued by it to pay or refund its indebtedness, to improve or develop its property, or for the purpose of effecting the object of its incorporation, to be issued in such amounts, run for such length of time, be payable within or without the state, and bear such rate of interest, not to exceed the legal rate in the state at the time of issue, as the company issuing the same shall determine. [25 G. A., ch. 26, § 1.]

SEC. 2050. Mortgage to secure bonds of lessee. Any railway corporation organized under the laws of the state may mortgage its property and franchises, in whole or in part, to secure bonds issued by any other railway corporation of this or any other state, which, at the time, is operating the road of such mortgagor under lease thereof, such bonds to be issued to refund or to secure the means to pay the indebtedness of such lessor, or improve or develop its property, for the purpose of effecting the object of its incorporation. Such bonds may be issued in such amounts, run for such length of time, be made payable within or without the state, and bear such rate of interest, not exceeding the legal rate in this state at the time they are issued, as may be determined by and be acceptable to such lessee. The lessee may secure the bonds issued by it for any of the purposes aforesaid by a mortgage of its leasehold interest in the property and franchises of the lessor. [Same, § 2.]

SEC. 2051. Conditional sale or lease of equipment or rolling stock. In any contract for the sale of railroad or street railway equipment or rolling stock it may be agreed that the title thereto, although possession thereof be delivered immediately or at any time or times subsequently, shall not vest in the purchaser until the purchase price shall be fully paid, or that the seller shall have and retain a lien thereon for the unpaid purchase money. In any contract for the leasing or hiring of such property, it may be stipulated for a conditional sale thereof at the termination of such contract, and that the rentals or amounts to be received under such contract may, as paid, be applied and treated as purchase money, and that the title to the property shall not vest in the lessee or bailee until the purchase price shall have been paid in full, and until the terms of the contract shall have been fully performed, notwithstanding delivery to and possession by such lessee or bailee; but no such contract shall be valid as against any subsequent judgment creditor, or subsequent *bona fide* purchaser for value without notice, unless:

1. The same shall be evidenced by an instrument executed by the parties and acknowledged by the vendee, or lessee, or bailee, as the case may be, in the same manner as deeds are acknowledged or proved;

2. Such instrument shall be filed for record in the office of the secretary of state;

3. Each locomotive engine or car sold, leased, or hired as aforesaid shall have the name of the vendor, lessor, or bailor plainly marked on each side thereof, followed by the word "owner," "lessor," or "bailor," as the case may be. [25 G. A., ch. 28, § 1.]

SEC. 2052. Recording. The contracts herein authorized shall be recorded by the secretary of state in a book of records to be kept for that purpose, and, on payment in full of the purchase money and the performance of the terms and conditions stipulated in any such contract, a declaration in writing to that effect may be made by the vendor, lessor, or bailor, or his or its assignee, which declaration may be made on the margin of the record of the contract, duly attested, or it may be made by a separate instrument, to be acknowledged by the vendor, lessor, or bailor, or his or its assignee, and recorded as aforesaid. For such services the secretary of state shall be entitled to a fee of one dollar for recording each of the contracts and each of said declarations, and a fee of one dollar for noting such declaration on the margin of the record. [Same, § 2.]

SEC. 2053. Prior contracts. The two preceding sections shall not be held to invalidate or affect in any way any contract of the kind referred to in the last preceding section but one, made prior to April 24, 1894, and any such contract made before said date may, upon compliance with these provisions, be recorded as herein provided. [Same, § 3.]

SEC. 2054. Cattle-guards—crossings—signs. Every corporation constructing or operating a railway shall make proper

cattle-guards where the same enters or leaves any improved or fenced land, and construct at all points where such railway crosses any public road good, sufficient, and safe crossings and cattle guards, and erect at such points, at a sufficient elevation from such road as to admit of free passage of vehicles of every kind, a sign with large and distinct letters placed thereon, to give notice of the proximity of the railway, and warn persons of the necessity of looking out for trains. Any railway company neglecting or refusing to comply with the provisions of this section shall be liable for all damages sustained by reason of such refusal or neglect, and it shall only be necessary, in order to recover, for the injured party to prove such neglect or refusal. [C. '73, § 1288; R., § 1331.]

Cattle-guards: This section makes it necessary that cattle-guards be constructed not only where the track goes through outside fences, but also at division fences: *Smith v. Chicago, C. & D. R. Co.*, 38-518.

Where the track passes through the lands of two owners fenced in common, and subsequently a division fence is constructed, it is the duty of the company upon notice to put in a cattle-guard, and it will be liable for the value of crops destroyed by reason of the failure to do so: *Danald v. St. Louis, K. C. & N. R. Co.*, 44-157.

Where a railroad is constructed across unimproved or uninclosed land, and the land is afterwards improved or inclosed, the railway company is under obligation to construct cattle-guards just as it would have been under obligation to do if the land had been inclosed at the time the road was constructed: *Heskett v. Wabash, St. L. & P. R. Co.*, 61-467.

Whether notice of the company to construct cattle-guards is necessary after the land has been thus inclosed, *quære*; but, if necessary, the service of notice upon the station agent is sufficient: *Ibid.*

This provision as to cattle-guards applies to cases where the corporation fences its right of way. When it does so there is fenced land, and upon entering or leaving, the law requires a cattle guard: *Robinson v. Chicago, R. I. & P. R. Co.*, 67-292.

The statute is imperative, and the court will not engraft an exception upon it relieving a company from obligation to put in a cattle-guard on the ground that it is not fit, proper and suitable to do so in a particular case: *Mundhenk v. Central Iowa R. Co.*, 57-718.

Where it appeared that plaintiff's horses were put temporarily in a field, from which they escaped through a defective fence, and were injured by reason, as alleged, of an insufficient cattle-guard, in a county where cattle were not allowed to run at large, *held*, that the facts did not necessarily show contributory negligence defeating plaintiff's right to recover: *Timins v. Chicago, R. I. & P. R. Co.*, 72-94.

There is nothing in this section requiring a company to make cattle-guards at a private crossing: *Bartlet v. Dubuque & S. C. R. Co.*, 20-188. (But see § 2022.)

A railroad company is required to use ordinary care and diligence to keep the cattle-guards on its track free from snow and ice, after it has notice, or could have acquired notice in the exercise of ordinary care, that they are obstructed thereby: *Grahman v. Chicago, St. P. & K. C. R. Co.*, 78-564; *Robinson v. Chicago, R. I. & P. R. Co.*, 79-495; *Giger v. Chicago & N. W. R. Co.*, 80-492.

Method of construction: The term cattle-guard as used in the statute imports a guard or protection extending the whole width of the right of way. The owner is under no obligation to construct a fence up to the track upon the right of way: *Mundhenk v. Central Iowa R. Co.*, 57-718; *Heskett v. Wabash, St. L. & P. R. Co.*, 61-467.

The fact that an animal passes over the cattle-guard is not of itself evidence of improper construction or insufficiency: *Barnhart v. Chicago, M. & St. P. R. Co.*, 66 N. W., 902.

Under the facts of a particular case, *held*, that there was no negligence shown in the construction of a cattle-guard of ties laid on stringers over a pit, although

such cattle-guards may be no longer in general use: *Strong v. Chicago & N. W. R. Co.*, 63 N. W., 699.

The duty of connecting a cattle-guard with the right of way fence devolves upon the company, and is implied in the duty to construct the guard itself: *Miller v. Chicago, R. I. & P. R. Co.*, 66-546.

Where the right of way and public highway intersect obliquely, the company should fence to the point where the highway crosses the track, and construct the cattle-guard there, and not at the point where the highway intersects the right of way: *Andre v. Chicago & N. W. R. Co.*, 30-107.

As to liability of company for defect in cattle-guard causing injury to employe, see *Ford v. Chicago, R. I. & P. R. Co.*, 71 N. W., 332.

Further as to cattle-guards, see notes to § 2022.

Crossings: Where a railway impinged upon a highway some twenty rods from the place where it finally crossed it, *held*, that all the intervening highway was not to be deemed a part of the crossing, within the meaning of this section: *Beatty v. Central Iowa R. Co.*, 58-242.

It is the duty of the company to repair the crossings and keep them in a safe condition: *Farley v. Chicago, R. I. & P. R. Co.*, 42-234.

The embankment constructed as a necessary approach to the crossing is a part of the crossing, and the company is required to keep it in repair: *Ibid.*

These provisions have reference to grade crossings and do not require the company to construct a viaduct where a highway crosses its track: *Albia v. Chicago, B. & Q. R. Co.*, 71 N. W., 541.

Purchasers of a road at judicial sale take subject to any oral obligations to maintain crossings, etc., made by the former company in connection with the acquisition of the right of way: *Swan v. Burlington, C. R. & N. R. Co.*, 72-650.

Negligence: Where plaintiff's cow was injured by a wild-train at a highway crossing, *held*, that it was a question for the jury whether it was negligence in the plaintiff to allow his cow to be at such crossing at the time when no regular train was due: *Courson v. Chicago, M. & St. P. R. Co.*, 71-28.

While the language of this section seems to preclude proof of contributory negligence as a defense in an action to recover for personal injuries at a defective highway crossing (that is, negligence of plaintiff contributing, with that of defendant, to cause the injury), it does not preclude defendant from showing that the injury was due to plaintiff's fault and not to the defective condition of the crossing: *McKelvy v. Burlington, C. R. & N. R. Co.*, 84-455.

Contributory negligence is a defense in an action brought for injuries at a crossing where the company has been guilty of neglect in maintaining a safe crossing, or in operating its trains: *Reeves v. Dubuque & S. C. R. Co.*, 92-32.

In an action for an injury received by reason of a defective crossing defendant has the right to show negligence of the injured party as a defense to the action. *McKelvy v. Burlington, C. R. & N. R. Co.*, 58 N. W., 1068.

Perhaps the degree of care required of one in attempting to cross a street railway track is not the same as that required in crossing steam railways and what would amount to negligence in the latter case might not be so regarded in the former. In the former case the question is peculiarly one of fact for the jury: *Orr v. Cedar Rapids & M. C. R. Co.*, 62 N. W., 851.

Evidence in a particular case, *held* sufficient to sustain a verdict against a railroad company for injury to a horse at a cattle-guard: *Meade v. Kansas City, St. J. & C. B. R. Co.*, 45-699.

Evidence in a particular case that the crossing was so constructed as to permit the hoof of a horse to catch between the rail and the plank, *held* sufficient to support a verdict for damages for the death of a horse killed at such crossing: *Criss v. Chicago, N. W. R. Co.*, 88-741.

Where the sufficiency of a cattle-guard was in question, *held*, that the fact that a similar guard situated on other premises was sufficient to, and did, keep out stock, was not material or relevant: *Downing v. Chicago, R. I. & P. R. Co.*, 43-96.

Under the evidence in a particular case, *held*, that it was for the jury to say whether or not the cattle-guard was reasonably sufficient for the purpose for which it was constructed: *Timins v. Chicago, R. I. & P. R. Co.*, 72-94.

Measure of damages: As the owner of the land has no legal right to construct cattle-guards across the track, he is not bound to do so in order to protect himself from damages for want thereof, but may recover whatever damages he

may sustain by reason of his land being left open and unfenced: *Raridon v. Central Iowa R. Co.*, 65-640; *Downing v. Chicago, R. I. & P. R. Co.*, 43-96.

To make out a *prima facie* case against the railway under this section for an animal killed at a crossing, it must appear that the animal was killed at such crossing and not at a place where the company had the right to fence, and unless such fact is shown the company is not liable, even if it should appear that the crossing is defective: *Croddy v. Chicago, R. I. & P. R. Co.*, 91-595.

The fact that stock has previously been killed at the same crossing prior to the accident in question, is not admissible: *Ibid.*

Measure of damages for failure to erect a cattle-guard at a partition fence between two fields, one of which might have been used for pasture, held to be the difference between the value of the pasture in the condition in which the inclosure was left by the company and what the value would have been if the cattle-guards had been maintained: *Raridon v. Central Iowa R. Co.*, 69-527.

Where the land owner seeks to recover the entire value of a crop which he alleges to have been totally lost by reason of the failure of the company to construct cattle-guards, the question of how much less value the crop is by reason of such failure is a question of proof. The fact that a claim is made for the entire loss will not prevent the owner from recovering whatever loss is suffered: *Raridon v. Central Iowa R. Co.*, 65-640.

The measure of damage for crops destroyed by reason of failure to put in a cattle-guard where a partition fence is erected subsequently to the completion of the road is the value of the crop destroyed by reason of such failure: *Donald v. St. Louis, K. C. & N. R. Co.*, 44-157.

Double damages: A cattle-guard is not to be deemed a part of the fence required by other statutory provisions, and the company is not liable in double damages for failure to construct such cattle-guard as it is in case of failure to construct a fence: *Moriarity v. Central Iowa R. Co.*, 64-696; *Rhines v. Chicago & N. W. R. Co.*, 75-597.

Contract: A company required to maintain and construct proper cattle-guards cannot, by contract with another company whose road it purchases, relieve itself from the right or obligation to do so: *Downing v. Chicago, R. I. & P. R. Co.*, 43-96.

Signs: This section only renders the company liable for damages sustained by reason of the failure to erect such signs: *Lang v. Holiday Creek R. etc., Co.*, 49-469.

The failure to erect a sign renders the company absolutely liable in a case wherein it is shown that a person was injured at a crossing. Evidence of the injury and of the company's neglect to erect the sign establishes its liability, and it is not necessary for plaintiff to show his own care. (As the case arose, however, under a previous statute, this point was not involved): *Payne v. Chicago, R. I. & P. R. Co.*, 44-236.

Under a previous statute which did not contain the provision that proof of the neglect to erect a sign should be sufficient to entitle the injured party to recover for injuries received at such crossing, held, that proof of failure to erect a sign established negligence on the part of the company, but did not relieve plaintiff of the necessity of showing that his own negligence did not contribute to the injury: *Dodge v. Burlington, C. R. & M. R. Co.*, 34-276; *Correll v. Burlington, C. R. & M. R. Co.*, 38-120; *Payne v. Chicago, R. I. & P. R. Co.*, 39-523; *S. C.*, 44-236.

SEC. 2055. Failure to fence—liability for stock killed—speed at depots. Any corporation operating a railway, and failing to fence the same against live stock running at large and maintain proper and sufficient cattle-guards at all points where the right to fence or maintain cattle-guards exists, shall be liable to the owner of any stock killed or injured by reason of the want of such fence or cattle-guards for the full amount of the damages sustained by the owner on account thereof, unless it was occasioned by his wilful act or that of his agent; and to recover the same it shall only be

necessary for him to prove the loss of or injury to his property. If such corporation fails or neglects to pay such damages within thirty days after notice in writing that a loss or injury has occurred, accompanied by an affidavit thereof, served upon any officer or station or ticket agent employed by said corporation in the county where such loss or injury occurred, such owner shall be entitled to recover from the corporation double the amount of damages actually sustained by him. No law of the state or any local or police regulations of any county, township, city or town, relating to the restraint of domestic animals, or in relation to the fences of farmers or land owners, shall be applicable to railway tracks, unless specifically so stated in such law and regulation. Upon depot grounds necessarily used by the public and the corporation, the operating of trains at a greater rate of speed than eight miles an hour where no fence is built shall be negligence, and shall render such corporation liable for all damages occasioned thereby, in the same manner and to the same extent, except as to double damages, as in cases where the right to fence exists. [C. '73, § 1289.]

Failure to fence: This section makes the fact of the injury or destruction of stock on the railway track *prima facie* evidence of negligence on the part of the corporation, and the burden of proof is upon the defendant to establish the building of a good and sufficient fence: *Brentner v. Chicago, M. & St. P. R. Co.*, 68-530.

In order to render the company liable for injury to stock, negligence must be shown, but it is sufficient to make out a *prima facie* case to show the injury and that it occurred by reason of the omission to fence. Thereupon the burden is upon the company to show freedom from negligence in the matter of a fence: *Small v. Chicago, R. I. & P. R. Co.*, 50-338.

It is error to instruct the jury with reference to negligence of the agents or employes of a railroad company when the question is simply as to whether the stock was killed by reason of the failure to fence: *Wall v. Des Moines & N. W. R. Co.*, 89-193.

The statute is not designed to dispense with all proofs on the part of the owner excepting as to injury or destruction of his property, and it is error to quote the language of the statute in such way as to give that impression to the jury: *Ibid.*

If a railroad company fails to fence its road it is absolutely liable for stock injured, in the absence of wilful act of the owner: *Aylesworth v. Chicago, R. I. & P. R. Co.*, 30-459.

Liability for injury under this section attaches where the want of a fence in connection with some act of the company is the proximate cause of the injury. If it is claimed that defendant is liable for negligence in so constructing a bridge as to render it dangerous for stock running at large, such negligence must be directly alleged: *Asbach v. Chicago, B. & Q. R. Co.*, 74-248.

Before the enactment of this statute it was held that to permit cattle to run at large did not impute negligence on the part of the owner, and that cattle would not be trespassers if found upon the unfenced track of a railway; that if the track was unfenced the company would be held to the use of ordinary care and diligence in running its trains to avoid injuring such stock, but if its track was fenced it would only be liable for injury resulting from gross or wilful negligence: *Cussell v. Hanley*, 20-219; *Alger v. Mississippi & M. R. Co.*, 10-288.

The railroad company is required to fence its track for the protection of "crazy" horses as well as for the protection of animals possessing good "horse sense." The fact that the animal is injured by reason of failure to leave the track through want of natural intelligence will not show that the injury did not result from want of a fence: *Liston v. Central Iowa R. Co.*, 70-714.

This section does not require railway companies to fence their roads, but subjects them to certain liabilities if they fail to do so. Failure to fence cannot,

therefore, be imputed to the company as negligence in a case where a child, playing on an unfenced track of a road, is run over by one of the company's trains: *Walkenhauer v. Chicago, B. & Q. R. Co.*, 3 McCrary, 553.

A railway company does not owe to its employees the duty to fence its right of way, and employees are supposed to contract to operate the road in its unfenced condition so far as it is unfenced. Any additional exposure on that account must be presumed to have been taken into consideration upon entering into the employment: *Patton v. Central Iowa R. Co.*, 73-306. (By §§ 2057-8 fencing is now obligatory.)

Animals not struck by train: It may be said that an animal is injured by reason of the failure of the company to fence when the want of a fence in connection with the acts of the defendant is the proximate cause of the injury. Therefore, where a horse going upon a track where there was a failure of the company to fence, being frightened by a coming train, ran upon a bridge and was injured, there being no other practicable means of escape for the animal, *held*, that the company was liable: *Young v. St. Louis, K. C. & N. R. Co.*, 44-172.

Circumstantial evidence in a particular case *held*, sufficient to show that an animal found dead on the right of way had been killed by being struck by defendant's train. *Kennedy v. Chicago & N. W. R. Co.*, 90-754.

Under the circumstances of a particular case, *held* that although there was no direct evidence of the injury of the animal by the train, yet the jury were justified in finding that the death of the animal was caused in that manner: *Anderson v. Chicago, R. I. & P. R. Co.*, 61 N. W., 1058.

Liability of the company exists without regard to negligence. It is only the wilful act of the owner or his agent that will exempt the company from liability: *Ibid.*

It is for the jury to say whether or not in a particular case an animal injured upon the track without being struck by the train was injured by defendant's negligence: *Kraus v. Burlington, C. R. & N. R. Co.*, 55-338.

The fact that the train does not strike the animal does not relieve the company of liability for the injury: *Liston v. Central Iowa R. Co.*, 70-714.

The absence of a collision of the train with the stock will not relieve the railway company from liability if the death of the animals results from the want of a fence: *Van Slyke v. Chicago, St. P. & K. C. R. Co.*, 80-620.

Under the evidence of a particular case, *held*, that it sufficiently appeared that the death of the animal was due to defendant's train: *Ibid.*

In an action to recover the value of a mare alleged to have been killed by defendant's train where it appeared that the animal was found in a cattle-guard so injured that she afterwards died, *held*, that there was an absolute want of evidence to show that she was injured by the train in any way: *Brockert v. Central Iowa R. Co.*, 75-529.

In an action to recover damages for the killing of an animal by defendant in the operation of its railroad, where the evidence for plaintiff was wholly circumstantial, while defendant's employees testified that no accident had occurred, *held*, that the jury were authorized in finding that the injury occurred by reason of contact with the train in some way: *Cox v. Burlington & W. R. Co.*, 77-478.

Under the facts of a particular case, *held*, that there was sufficient evidence of the fact that the animal in question had been killed in the operation of the railroad to support the verdict against the company: *Brockert v. Central Iowa R. Co.*, 82-369.

Negligence: Plaintiff may ask recovery for stock killed, on the ground that the road was not fenced, pleading the facts entitling him to such recovery, and also on the ground of the negligent manner in which the train was operated, and he may then introduce evidence to sustain both or either of these causes of action: *Scott v. Chicago, M. & St. P. R. Co.*, 68-360.

Where it is claimed that stock was injured by reason of defective fence plaintiff may without proof of that fact recover the value of the stock killed if it is shown that the injury of the stock was due to negligence of the employees of the company operating the train: *Baker v. Chicago, B. & Q. R. Co.*, 73-389.

The fact that cattle have previously been found at a crossing does not make it incumbent upon the railroad company to run its trains at such rate of speed as to subsequently avoid injury of stock at such crossing. An owner who allows his

stock to frequent a crossing is responsible for recurring accidents at such place: *Connyers v. Sioux City C. P. R. Co.*, 78-410.

Recovery under this section will not be defeated by mere negligence on the part of the owner of the stock, but the act must be one immediately connected with the injury: *Moody v. Minneapolis & St. L. R. Co.*, 77-29.

Therefore, where plaintiff's cow, being at large, strayed upon defendant's unfenced railroad track, and defendant did all in its power to stop the train, but failed to do so, and when plaintiff knew that the animal had gone upon the track and had both the opportunity and power to prevent the injury, he wilfully neglected to do so, *held*, that his act was a "wilful act" connected with the injury, and he was not entitled to recover: *Ibid*.

The burden of proof is upon plaintiff to show that the injury occurred at a place where defendant had a right to fence and did not, and that it was caused by defendant's negligence: *Comstock v. Des Moines Valley R. Co.*, 32-376.

An agreement with the land owner by which he undertakes to erect and maintain a fence will not prevent liability on the part of the company to other persons for double damages for stock injured where such land owner has failed to fence or repair, even though the owner of the stock has placed them for pasture upon the land of the person agreeing to maintain the fence: *Warren v. Keokuk & D. M. R. Co.*, 41-484.

Negligence of land owner: Where a company is compelled to pay for injuries to animals of a third person which have got upon the track through a gate at a private crossing, wrongfully removed by the land owner for whom the gate was constructed, it may recover from such land owner the amount so paid: *Chicago & N. W. R. Co.*, *v. Dunn*, 59-619.

The fact that there were two gaps in a railroad fence within four hundred feet of each other, made by the plaintiff in the prosecution of work connected with such railroad, *held*, not to preclude the owner from recovering damages for injuries to his stock by their escape upon the railroad track through a gap in the fence intermediate the two made by him and for which he was not responsible: *Accola v. Chicago, B. & Q. R. Co.*, 70-185.

The land owner may by his conduct release the railway company from liability for its failure to build and maintain a fence, and a tenant who has a right to occupy and use the land jointly with the owner, with knowledge of such facts, acquires no greater rights than the lessor himself: *Manwell v. Burlington, C. R. & N. R. Co.*, 80-662.

Sufficiency of fence: The fence contemplated is such as is reasonably sufficient to prevent live stock from going on the railroad track. It is error to charge the jury that when fences are constructed along the right of way by the company they must, in order to relieve it from liability for injuries to stock, be such as to absolutely prevent stock from getting under, through or over the same: *Shellbarger v. Chicago, R. I. & P. R. Co.*, 66-18.

The company is required to do no more than erect such fence as under ordinary circumstances will keep live stock from its track, and it is not rendered liable by the fact that snow-drifts cover the fence so that it no longer restrains stock from passing over. It is not required to remove such drifts: *Patten v. Chicago, M. & St. P. R. Co.*, 75-459.

Where it appeared that the fence was in good condition in the evening and stock escaped through it during the night, *held*, that there was not negligence in failure to repair: *Davison v. Central Iowa R. Co.*, 75-22.

Where the land owner in the evening opened the wire fence along the right of way at a place which was not a crossing, in order to put his animals into a field and during the night the animals escaped at the same place and some of them were killed, *held*, that the company was not liable, and if the fence was insufficient at that place by reason of the lowest wire being too high from the ground, plaintiff could not recover after having himself taken down the wire and replaced it in its original position: *Ibid*.

While there may be facts justifying the opening of the fence along the right of way at a place not a crossing, yet where plaintiff does not make the claim in his petition as a ground of negligence on the part of the company that the crossing is defective, he cannot afterwards show that there was a ditch in such crossing as a reason for taking down the fence: *Ibid*.

In a particular case, *held*, that it did not appear that the employes of a railway were negligent, after discovering animals which had come upon the track through the fence, in not avoiding injury to such animals: *Ibid*.

Where the claim was that stock escaped upon the track by reason of the gate at a private crossing being insufficient, as originally constructed, *held*, that no evidence of knowledge of the defective condition was necessary, as it would have been in the case of failure to repair: *Morrison v. Burlington, C. R. & N. R. Co.*, 84-663.

While it is not necessary that the railroad company fence all of its right of way yet where it leaves a portion unfenced and in such form as to prove a trap to animals outside of the fence it may be liable in damages for injury resulting therefrom: *McCracken v. Chicago, R. I. & P. R. Co.*, 91-711.

The fence must not only be sufficient to turn horses and cattle, but must be sufficient to turn swine, or the company will be liable for swine killed: *Fritz v. Milwaukee & St. P. R. Co.*, 34-337.

The fence must be sufficient to turn live stock of any kind in order to exonerate the company from liability for injuries to such live stock. It is not sufficient that the fence be such as is described by statute as a lawful fence: *Lee v. Minneapolis & St. L. R. Co.*, 66-131.

A bluff, a hedge, a trench, a wall, a trestle, or the like, may constitute a sufficient fence. The question whether the fence is sufficient is for the jury: *Hilliard v. Chicago & N. W. R. Co.*, 37-442.

The fact that the fences and track are so constructed that stock having once entered upon the right of way cannot, when frightened and driven before the engine, find a safe place to leave the track will not render the company liable: *Gilman v. Sioux City & P. R. Co.*, 62-299.

The fact that the fastening of a gate in the fence is placed on the inside may be a proper matter to be considered by the jury in determining whether the fence is sufficient: *Butler v. Chicago & N. W. R. Co.*, 71-206.

As to negligence of company with reference to gates at private crossings, see notes to § 2022.

Replacing fences destroyed: The allegation that the road is unfenced at the time of the accident is supported by proof of the removal or destruction of the fence before the accident: *Fritz v. Kansas City, C. B. & St. J. R. Co.*, 61-323.

Where the fences were swept away by a flood, failure to rebuild them within two months after the road was repaired and operated, *held*, sufficient to render the company liable: *Ibid*.

If a fence constructed by the company falls by reason of its insufficiency, it is immaterial that it was not down such length of time before the animal passed through that the company might, in the exercise of due diligence, have had knowledge thereof: *Libby v. Chicago, M. & St. P. R. Co.*, 60-323.

Where a railway was fenced only upon one side, and the animal injured was confined in a field inclosed in part by such fence, and escaped therefrom by reason of the fence being blown down by a storm, *held*, that the railroad not being fenced as required, the company was liable without regard to whether it was negligent in repairing the fence which was blown down, for the reason that the road was not properly fenced, and the animal after escaping from the inclosure was running at large: *Tredway v. Sioux City & St. P. R. Co.*, 43-527.

Failure to repair fences: While the company is liable for stock injured or killed on its track by reason of its failure to keep in repair the fences which it has erected on the line of its road, yet before such liability will attach the company must have knowledge, either express or implied, that the fence is out of repair, and a reasonable time after such notice to put it in repair: *Aylesworth v. Chicago, R. I. & P. R. Co.*, 30-459; *Hilliard v. Chicago & N. W. R. Co.*, 37-442.

Knowledge that the fence is out of repair may be shown by the lapse of such time as to afford reasonable presumption thereof: *Aylesworth v. Chicago, R. I. & P. R. Co.*, 30-459; *Davis v. Chicago, R. I. & P. R. Co.*, 40-292.

The company having constructed a sufficient fence is only liable for failure to exercise reasonable care and diligence in maintaining it: *Lemmon v. Chicago & N. W. R. Co.*, 32-151.

It is error to instruct the jury that the company would be liable if it failed to erect and maintain a fence sufficient to keep cattle from its right of way, and the cattle were injured by reason of such failure. The jury must be allowed to

consider whether the defect in the fence was occasioned by want of repair, and if so, whether the company had discovered that it was out of repair, or should have discovered it in the exercise of reasonable care, and had had a reasonable time afterward to make the repair: *Brentner v. Chicago, M. & St. P. R. Co.*, 58-625.

Where the track has been properly fenced and the fence has been destroyed, the company is liable, in case of a failure to use reasonable and ordinary diligence and care in rebuilding it. Reasonable time must be allowed: *McCormick v. Chicago, R. I. & P. R. Co.*, 41-193.

Burden of proof: Liability of the company for injuries caused by bars being left down at private crossings exists, if at all, either in failing to put them up after acquiring knowledge that they are down, or neglect to use reasonable diligence in ascertaining such condition, and the burden of proving these facts is upon the plaintiff seeking to recover damages for such negligence: *Perry v. Dubuque Southwestern R. Co.*, 38-102.

In case of an injury to stock by reason of a gate being open the burden is on plaintiff to show that the gate became open by defendant's fault. The fact that the gate was defectively constructed, unless it became open by reason of such construction, is not sufficient to entitle plaintiff to recover: *Butler v. Chicago & N. W. R. Co.*, 71-206.

A railway is required to exercise due care to keep gates closed and obtain knowledge of their condition. If it fails to exercise such care and through its negligence remains ignorant of the fact that a gate is open, it will be chargeable with having knowledge of that fact which due care would have given it. It is the duty of the company in such cases to close a gate after gaining knowledge that it is open, whether left open by its own employes or others. The question whether it should have had knowledge is for the determination of the jury: *Wait v. Burlington, C. R. & N. R. Co.*, 74-207.

Further as to gates and bars at private crossings, see § 2022 and notes.

An instruction to the effect that defendant was not liable unless there was neglect in failing to repair the fence within a reasonable time after notice of the defective condition, *held* proper, as the jury must have understood therefrom that the burden of showing neglect rested upon the party seeking to recover: *Dunn v. Chicago & N. W. R. Co.*, 58-674.

Where issue is taken upon the facts as to the place where the stock was killed or injured, and the right to fence at such place, and whether the stock was running at large, the burden is on the plaintiff to sustain the averments of his petition by proofs: *Taylor v. Chicago, St. P. & K. C. R. Co.*, 76-753.

But where defendant in an action for such damages admitted that six of the seven animals claimed to have been injured were killed by trains operated on its road, and added a general denial as to the facts not admitted, pleading a tender as to the animals killed, *held*, there was no issue except as to the injury of the seventh animal: *Ibid*.

Instructions in a particular case as to what the jury must find in order to return a verdict for plaintiff, *held* to sufficiently indicate the rule as to burden of proof: *Scott v. Chicago, M. & St. P. R. Co.*, 78-199.

Evidence of the condition of the fence subsequent to the time of the injury is admissible only where it is shown that there had been no change in the condition: *Brentner v. Chicago, M. & St. P. R. Co.*, 58-625.

Evidence of the condition of the fence at the time of the accident is admissible for the purpose of showing that the company was negligent in allowing it to get out of repair, and such evidence need not be confined to the particular portion of the fence through which the stock escaped: *Lemmon v. Chicago & N. W. R. Co.*, 32-151.

Where damages are claimed by reason of the injured stock having escaped upon the right of way by reason of the fastening of a gate in the fence of the company being defective, evidence is admissible to show that other like fastenings have proved insufficient, and it is not competent for defendant to show that the fastening used was of the kind generally in use: *Payne v. Kansas City, St. J. & C. B. R. Co.*, 72-214.

Facts in a particular case considered on the question whether the animals killed were struck on a crossing or on a portion of the track where the company had the right to fence: *King v. Chicago, R. I. & P. R. Co.*, 88-704; *Daugherty v. Chicago, M. & St. P. R. Co.*, 87-276.

Ownership of stock: In an action against a railway company for damages for stock killed by its train, the ownership of the stock is an issuable fact, and while possession might make out a *prima facie* case of ownership, yet there must be such proof of possession or other proof of ownership to entitle plaintiff to recover: *Welch v. Chicago, B. & Q. R. Co.*, 53-632.

The administrator of the estate is the owner of the anima's belonging to the estate, within the meaning of this section: *Morrison v. Burlington, C. R. & N. R. Co.*, 84-663.

Proof of tender by the company made to plaintiff, held sufficient to show plaintiff's ownership: *Scott v. Chicago, M. & St. P. R. Co.*, 78-199.

Stock running at large: The company is only liable for injuries to stock "running at large," and not when it is in charge of the owner and being driven by him at the time of the injury: *Smith v. Chicago, R. I. & P. R. Co.*, 34-96.

Where the driver of a team became so intoxicated that he had no control over the animals, and they wandered out of the road and upon a railway track, where it was not fenced as it should have been, held, that the animals were not running at large in such sense that the owner could recover double damages: *Grove v. Burlington, C. R. & N. R. Co.*, 75-163.

Where colts escaped from a pasture through a defective gate upon defendant's track, the gate having been carelessly and negligently constructed by defendant, in an unskillful manner and of unsound and unsafe material, held, that such colts were running at large within the provisions of this section: *Morrison v. Burlington, C. R. & N. R. Co.*, 84-663.

Stock which escapes from the inclosure of the owner upon the track of the company is "running at large:" *Hinman v. Chicago, R. I. & P. R. Co.*, 28-491.

And so, too, is stock which is in a field through which the railway passes and where the company has failed to fence: *Swift v. North Missouri R. Co.*, 29-243.

The words "running at large" mean "not under control of the owner." A mule which had escaped from its owner, and which he was unable to catch, held, to be running at large: *Hammond v. Chicago & N. W. R. Co.*, 43-168.

Allegations in a petition that the animal injured escaped upon the railroad track, held to be in effect an allegation that he was running at large: *Liston v. Central Iowa R. Co.*, 70-714.

A horse may be regarded as running at large where he has escaped from the control of his owner and cannot be caught by him. So held where the horse injured had on a bridle and an untied halter rope: *Welsh v. Chicago, B. & Q. R. Co.*, 53-632.

Where a person in charge of a herd of cattle left them temporarily, and before the person who was to succeed him in their care took possession of them one of them escaped from the herd and was very soon afterwards killed on defendant's railway track, not having been missed from the herd, held, that such animal was running at large within the meaning of this section: *Valleau v. Chicago, M. & St. P. R. Co.*, 73-723.

A suckling colt may be considered as running at large within the provisions of the statute, although its mother is under the control of the owner: *Smith v. Kansas City, St. J. & C. B. R. Co.*, 58-622.

A team of horses hitched to a wagon and which have escaped from the control of their owner are, within the terms of this statute, "live stock running at large:" *Inman v. Chicago, M. & St. P. R. Co.*, 60-459.

It is error to instruct the jury that it is the duty of the company to build and maintain fences sufficient to keep cattle off the track under all ordinary circumstances, and that it is liable for all injury to cattle occasioned by its failure to perform that duty. The instructions should be qualified by limiting the liability to injuries caused to animals running at large: *Brentner v. Chicago, M. & St. P. R. Co.*, 68-530.

Proof of injury: When stock is killed at a place where the company has failed to fence, it will be presumed, *prima facie*, that the injury occurred "by reason of the want of such fence:" *Spence v. Chicago & N. W. R. Co.*, 25-139.

The evidence in a particular case as to stock killed by a train, having been struck by the train going in a particular direction and carried upon a bridge, held sufficient to support a verdict for damages: *Martin v. Central Iowa R. Co.*, 59-411.

In an action against the company for injury to stock, there being no direct evidence as to whether the injury was caused by defendant's train, the jury may consider the character of the injury for that purpose, but evidence that when animals are struck by moving trains there is always some indication left along the track of the collision is not proper: *Clark v. Kansas City, St. L. & N. R. Co.*, 55-455.

To entitle the stock owner to recover, he must do more than merely prove the injury or destruction to his property, but the statute enables him to make a *prima facie* case by proving fewer facts than would be necessary were it not for the statutory provision: *Karr v. Chicago, R. I. & P. R. Co.*, 87-298.

It is the duty of the plaintiff in an action for injury to stock to allege and prove *prima facie* the failure of the company on which reliance is placed for recovery. It is not sufficient to prove merely that the stock went upon the company's right of way and was there killed by a locomotive: *Schmitt v. Chicago, St. P. & K. C. R. Co.*, 68 N. W., 715.

Where from the evidence it appears that the gate through which the stock injured came upon the right of way was open and it does not appear that the gate was in any way defective, liability of the company is not shown: *Koenigs v. Chicago, M. & St. P. R. Co.*, 65 N. W., 314; *S. C. 67 N. W.*, 399.

Double damages; constitutionality: The provisions as to double damages is constitutional. It is uniform in its operation as to all persons or companies pursuing a particular business: *Jones v. Galena & C. U. R. Co.*, 16-6; *Welsh v. Chicago, B. & Q. R. Co.*, 53-632.

The provision as to double damages is not unconstitutional as authorizing a person to be deprived of his property without due process of law or denying him the equal protection of the law: *Minneapolis & St. L. R. Co. v. Beckwith*, 129 U. S., 26.

The provisions for double damages being penal in its character will not be considered as applicable to any case not coming clearly within its provisions. Therefore, *held*, that double damages could not be recovered for injuries resulting from failure to construct and keep in repair a proper cattle-guard as required by the statute with reference to cattle-guards: *Chines v. Chicago & N. W. R. Co.*, 75-597.

Nor does such provision deny to railway companies, or persons operating railways, equal protection of the laws: *Tredway v. Sioux City & St. P. R. Co.*, 43-527.

Where the owner of stock expends time and money in proper effort to heal the injured animals he is entitled to recover double damages with reference to such injuries, as well as with reference to the loss in value: *Manwell v. Burlington, C. R. & N. R. Co.*, 80-662.

This provision does not conflict with the constitutional guaranties for the protection of property: *Mackie v. Central Railroad of Iowa*, 54-540.

Payment: Where the owner of stock killed and the agent of the railroad company agreed as to the amount of damages, and the agent gave to the owner a due-bill for that amount, which he said would be paid in a few days, and the due-bill remained unpaid, and no demand of payment thereof was made, *held*, that the owner could not maintain an action against the company for double damages, and in such action no recovery could be had on the due-bill: *Shaw v. Chicago, R. I. & P. R. Co.*, 82-199.

There is no obligation upon the person claiming damages for injuries to stock, who has served his notice upon the company, to remain in readiness for each of the thirty days elapsing after the giving of the notice to meet the agent of the company and negotiate a settlement of such loss. The fact that the agent of defendant calls at the residence of claimant to pay the amount of damage, and does not make such payment by reason of not finding him at home, does not excuse the defendant as against the claim for double damages: *Hammans v. Chicago, R. I. & P. R. Co.*, 83-287.

Not a penalty: The statute giving the owner double damages is not unconstitutional, as in conflict with the provision that all fines and penalties shall be paid into the school fund. Such damages are not a fine or penalty, and the legislature may determine the measure of damages to be recovered as in other particular cases: *Ibid.*

No part of the double damages is a statute penalty in such sense as to bring the action therefor within the provisions of the statute of limitations as to actions to recover such penalties. The period of limitation for such action is five years: *Koons v. Chicago, & N. W. R. Co.*, 23-493.

Not applicable in other cases: The provision for double damages being penal in its character will not be considered applicable to any case not coming clearly within its provisions. Therefore, *held*, that double damages could not be recovered for injuries resulting from failure to construct and keep in repair a proper cattle-guard as required by the section with reference to cattle-guards: *Moriarty v. Central Iowa R. Co.*, 64-696.

Neither can the provisions be construed so as to authorize the recovery of double damages for injuries to stock on depot grounds where the company has no right to fence, caused by negligence in operating trains thereon: *Miller v. Chicago & N. W. R. Co.*, 49-107.

Double damages can be recovered only when stock has been injured or killed by reason of the want of a fence, and not when the injury results by reason of the company having fenced where it should not: *Davis v. Chicago, R. I. & P. R. Co.*, 40-292.

For failure to repair: A railway company is liable in double damages for injuries caused by negligence in failing to keep a fence in repair as well as by reason of failure to fence: *Bennett v. Wabash, St. L. & P. R. Co.*, 61-355; *Payne v. Kansas City, St. J. & C. B. R. Co.*, 72-2 4.

In a particular case, *held*, that there was negligence on the part of the railroad in not putting its fences in repair after the destruction thereof by a storm: *Peet v. Chicago, M. & St. P. R. Co.*, 88-520.

Interest: As this statutory provision establishes the measure of recovery in the cases contemplated, the court or jury cannot, in addition to the damages authorized, allow interest on the amount of recovery from the time of the accident, or from the time of the expiration of the thirty days allowed after notice in which to pay the damages: *Brentner v. Chicago, M. & St. P. R. Co.*, 68-530.

Assignment: The right of the owner to recover double damages may be assigned, and the assignee may serve the notice and affidavit required to authorize such recovery: *Everett v. Central Iowa R. Co.*, 73-442.

Laws of another state: An action for double damages may be maintained in the courts of the state for injury occurring in another state which has a statute authorizing the recovery of such double damages: *Boyce v. Wabash R. Co.*, 63-70.

Tender: Where stock was killed and before suit tender was made and kept good of a sum less than the value of the stock as found by the jury on the trial, such tender being made as in full payment, *held*, that plaintiff was entitled to double damages in the full amount found by the jury, and that a tender to be sufficient must be of an amount large enough to discharge defendant's full liability: *Brandt v. Chicago, R. I. & P. R. Co.*, 26-114.

Where a gross sum is tendered by the railway company in payment of damages caused by injuries to two different animals of the same owner, but it does not make a separate tender as to each, and the jury finds the aggregate damage to be greater than the amount tendered, such tender cannot be considered as sufficient for either: *Shuck v. Chicago, R. I. & P. R. Co.*, 73-333.

Notice and affidavit: The written notice required by statute to entitle the owner to recover double damages is only necessary when double damages are sought: *Rodemacher v. Milwaukee & St. P. R. Co.*, 41-297.

The statute is silent as to the method of service, and such service may be made by reading the original and delivering a copy: *Van Slyke v. Chicago, St. P. & K. C. R. Co.*, 80-620.

The notice should advise the corporation of the loss of which complaint is made and of the demand of the person injured on account of it, and in an action in such a case to recover double damages plaintiff's recovery should be limited to double the amount named in the notice: *Manwell v. Burlington, C. R. & N. R. Co.*, 80-662.

The service of a notice in a particular case, *held* sufficient; and *held*, that there being no conflict as to the facts, the question of whether the service of notice was sufficient or not was for the court and not for the jury: *Brockert v. Central Iowa R. Co.*, 82-369.

The affidavit required to entitle a party to double damages may be made by any one acquainted with the facts: *Henderson v. St. Louis, K. C. & N. R. Co.*, 34-387.

It is not necessary that the affidavit designate the place of the injury: *Mundhenk v. Central Iowa R. Co.*, 57-718.

The notice and affidavit need not be separate. If the notice contains the statements necessary in the affidavit, and is sworn to, that is sufficient: *Mendell v. Chicago & N. W. R. Co.*, 20-9.

It is only necessary that the notice be such as to inform the company of the injury. It need not be stated therein that the animals were running at large or were destroyed without the wilful act of the owner: *Mackie v. Central R. of Iowa*, 54-540.

The fact that the amount claimed in the notice is greater than the value of the animal as stated in the petition is not sufficient in itself to show bad faith. If defendant claims that plaintiff's demand was made in bad faith such fact should be pleaded and issue joined thereon, and the same submitted to the jury: *Valleau v. Chicago, M. & St. P. R. Co.*, 73-723.

A notice addressed to the company by the initials of its name, the body of which, however, states the name of the company in full, is sufficient: *Anderson v. Chicago, R. I. & P. R. Co.*, 61 N. W., 1058.

A return stating service of the notice upon a person named, "being the station agent of said road," etc., sufficiently shows service upon the station agent, "employed in the management of the business of the corporation," as provided for by statute: *Welsh v. Chicago, B. & Q. R. Co.*, 53-632; *Schlegenger v. Chicago, M. & St. P. R. Co.*, 61-235.

An amendment to an affidavit for the purpose of perfecting the jurat may be allowed, but the company will not become entitled to the thirty days after the amendment in which to pay the claim and escape double damages, where it is clear that there was a *bona fide* attempt on the part of the owner to bring himself within the provisions of the statute, and it was so understood by defendant: *Mundhenk v. Central Iowa R. Co.*, 57-718.

The original of the affidavit and notice of loss should be delivered to the agent upon whom service is made. The delivery of a copy is not sufficient: *McNaught v. Chicago & N. W. R. Co.*, 30-336; *Campbell v. Chicago, R. I. & P. R. Co.*, 35-334.

The original of the affidavit must be served upon the company or its agent and a copy thereof introduced in evidence. The introduction in evidence of a paper similar to that served upon the company is not sufficient: *Kyser v. Kansas City, St. J. & C. B. R. Co.*, 56-207.

The officer making service may, by oral testimony show that he served the original, although his return states the service of a copy: *Liston v. Central Iowa R. Co.*, 70-714.

Service of the affidavit and notice should be made by delivering them to the agent of the company. It is not necessary to read them and deliver a copy: *Mendell v. Chicago & N. W. R. Co.*, 20-9.

As the statute does not prescribe the manner of service, a service by simply delivering the notice and affidavit to the person upon whom service is to be made is sufficient: *Brentner v. Chicago, M. & St. P. R. Co.*, 68-530.

Service of the affidavit may be made by the claimant or any other person: *Mundhenk v. Central Iowa R. Co.*, 57-718.

Whether proof of service of notice and affidavit upon the company can be made by an *ex parte* affidavit, *quære*: *Brentner v. Chicago, M. & St. P. R. Co.*, 58-625.

The notice and affidavit will be admissible as proof of service if the return of the officer serving the same be regularly endorsed thereon: *Brandt v. Chicago, R. I. & P. R. Co.*, 26-114.

Evidence that a paper was read and given to the agent similar to that introduced in evidence is a sufficient proof of service of the notice of which the paper introduced is a copy: *Kyser v. Kansas City, St. J. & C. B. R. Co.*, 56-440.

The original of notice and affidavit of loss which have been served upon defendant's agent are not evidence of such service in such sense that notice upon the defendant to produce them must be shown before other evidence thereof can be introduced to show double liability of the company: *Brentner v. Chicago, M. & St. P. R. Co.*, 58-625; *Smith v. Kansas City, St. J. & C. B. R. Co.*, 58-622; *McLenon v. Kansas City, St. J. & C. B. R. Co.*, 60-320.

Pleading: In an action before a justice of the peace for killing stock for which the company is liable in double damages, the notice and affidavit may be introduced in evidence though not mentioned in the pleadings, as no petition need be filed: *Brandt v. Chicago, R. I. & P. R. Co.*, 28-114.

On the trial of an action against the company to recover double damages, the fact that the notice required by statute was not attached to the petition must be raised by demurrer, if at all, and cannot be raised as an objection when the notice is offered in evidence: *McKinley v. Chicago, R. I. & P. R. Co.*, 47-76.

Where the case is tried on the theory that defendant was liable if its employees had failed to close a gate after it was left open by some unknown person, the sufficiency of such statement of the cause of action not having been raised by demurrer, cannot be afterward questioned: *Foley v. Hamilton*, 89-686.

While a railroad is not liable for stock killed by reason of its failure to properly fence where the stock is not running at large, yet where that fact is assumed and no objection on account of the failure to plead or prove it is taken, it will be deemed waived: *Daugherty v. Chicago, M. & St. P. R. Co.*, 87-276.

Question for jury: Although the sufficiency of the service of the notice is a question of law for the court, yet where the fact of service is an issue its determination may properly be left to the jury: *Cole v. Chicago & N. W. R. Co.*, 38-311.

Fencing at depot grounds: The company is not required to fence where it would not, in view of public convenience, be fit, proper or suitable for it to do so. Depot and station grounds may be left unclosed when the business of the road and the interests of the public so require: *Latty v. Burlington, C. R. & N. R. Co.*, 38-250; *Smith v. Chicago, R. I. & P. R. Co.*, 34-506; *Davis v. Burlington, & M. R. R. Co.*, 28-549; *Rogers v. Chicago & N. W. R. Co.*, 28-558; *Durand v. Chicago & N. W. R. Co.*, 26-559.

Whether the public convenience and interest of the road require that grounds used in connection with the depot but not the ordinary place for receiving and delivering freight shall be left unclosed is a question of fact properly submitted to the jury: *Rhines v. Chicago & N. W. R. Co.*, 75-597.

In the absence of proof of want of ordinary care, a company is not liable for stock killed on depot grounds: *Packard v. Illinois Cent. R. Co.*, 30-474.

Where it appeared that stock was killed one and one-fourth miles from a station, held, that it might be presumed that the place at which it was killed was not within depot grounds in the absence of any evidence upon the question: *Smith v. Chicago, M. & St. P. R. Co.*, 80-512.

The burden is upon the company to show that the place where stock is injured and where there is no fence is a portion of the station grounds. The fact that a switch is there maintained will not necessarily give it that character: *Comstock v. Des Moines Valley R. Co.*, 32-376.

Where the company has its depot grounds surveyed and allotted, the survey or allotment and use constitute a very strong presumptive proof of their necessary boundaries: *Cole v. Chicago & N. W. R. Co.*, 38-311.

The fixing of cattle-guards at long distances beyond the switches and failing to fence between such guards and the switches cannot be regarded as setting apart that part of the main line as station or depot grounds, unless it be necessary for the purpose of transaction of business with the public that such part of the line remain unfenced. It is no reason for not fencing beyond such switch that in the operation of the trains it would be inconvenient and possibly more hazardous to couple and uncouple cars if the track beyond the switches was fenced and provided with a cattle-guard: *Peyton v. Chicago, R. I. & P. R. Co.*, 70-522.

Negligence at depot grounds: As between the owner of cattle and the company, the latter cannot be required to keep a watch or guard at depot grounds, any more than it can be required to fence the same: *Smith v. Chicago, R. I. & P. R. Co.*, 34-506.

Speed at depot grounds: By this section a railroad company is liable for all stock killed on depot grounds by trains when running at a rate of speed greater than eight miles per hour; but if the stock is killed at a place where the company has a right to fence, although nearly adjacent to the depot grounds, the provisions as to the rate of speed have no application, and it is not negligence in the company that its trains are running at a higher rate of speed, even at such

rate that they must necessarily enter on the depot grounds running faster than eight miles an hour: *Monahan v. Keokuk & D. M. R. Co.*, 45-523.

The provision making the company liable for stock killed on depot grounds by trains running at a greater rate of speed than eight miles an hour applies only to cases where the stock is killed on such grounds: *Ibid*.

The fact that a train running at a higher rate of speed than is allowed at depot grounds runs into a team which is being driven across the track in such grounds will not render the company liable in double damages: *Johnson v. Chicago & N. W. R. Co.*, 75-157.

Evidence in a particular case held sufficient to show that the train of defendant causing injury to stock was running at the depot grounds at a greater rate of speed than eight miles per hour: *Story v. Chicago, M. & St. P. R. Co.*, 79-402.

If by excessive speed upon the station grounds animals are stampeded and run upon the track, and without checking the speed are run down and killed, the cause and effect are so closely connected that it may be said that the unlawful speed of the train is the proximate cause of the injury, although the animals are not actually killed or injured upon the depot grounds: *Ibid*.

If the train comes upon the depot grounds at a greater rate of speed than eight miles per hour, a verdict for damages for stock killed may be sustained, although at the time of the injury to the stock the train had nearly stopped. The jury might be authorized in such case to find that the train would have been stopped entirely if it had entered the grounds at a speed not exceeding the lawful rate: *Miller v. Chicago & N. W. R. Co.*, 59-707.

The provisions in this section with reference to speed at depot grounds have reference only to cases where there is injury in such depot grounds to animals running at large by reason of the running of trains at a greater rate of speed than that specified and do not render the company liable for injuries to persons or animals not running at large by reason of the greater rate of speed where such rate is not in itself negligent. The regulation of speed at depot grounds for other purposes than with reference to animals running at large is for the city under § 769: *Cohoon v. Chicago, B. & Q. R. Co.*, 90-169.

As to what rate of speed will be negligent aside from statutory provisions is a question of fact under the circumstances of each case: *Ibid*.

An ordinance regulating the rate of speed of cars within city limits is applicable to the switch yards of the company, and is not to be limited to places where the public have a right to travel: *Crowley v. Burlington, C. R. & N. R. Co.*, 65-658.

Fencing at highway crossings: The company is not required to fence where its track crosses a public highway, whether such highway be one *de jure* or only *de facto*: *Soward v. Chicago & N. W. R. Co.*, 33-386.

The company has no right to fence its line so as to obstruct a public street, whether such street is actually opened for public travel or not: *Long v. Central Iowa R. Co.*, 64-657.

A railway company has not the right to fence across platted streets and alleys within city or town limits, even though such streets or alleys are not opened or used: *Lathrop v. Central Iowa R. Co.*, 69-105.

A railroad corporation does not have a right to fence its track in cities and towns where it is intersected and crossed by streets and alleys: *Blanford v. Minneapolis & St. L. R. Co.*, 71-310.

□ But the company has the right to fence within the corporate limits of a town so far as its line runs through lands situated beyond streets or other highways, and it will be liable in damages for injuries to stock at such places if it has failed to fence: *Coyle v. Chicago, M. & St. P. R. Co.*, 62-518.

⌋ In a particular case, held, that an instruction that if the animal killed was the property of plaintiff, was running at large, and was injured by defendant outside of the station grounds, plaintiff would be entitled to recover, was erroneous, it not appearing but that the animal might have been killed at some point outside of the station grounds where defendant had no right to fence: *Smith v. Kansas City, St. J. & C. B. R. Co.*, 58-622.

Negligence at highway crossings or depot grounds: The company is bound to use ordinary and reasonable care to avoid injuring stock at points where it is not required to fence: *Whitebeck v. Dubuque & P. R. Co.*, 21-103; *Balcom v. Dubuque & S. C. R. Co.*, 21-102.

The company is not liable in double damages under the statute for cattle killed at a place where it has no right to fence its track: *Soward v. Chicago & N. W. R. Co.*, 30-£51.

Where an animal is killed on the depot grounds, negligence must be shown on the part of the company in order to make it liable: *Cleveland v. Chicago & N. W. R. Co.*, 35-220; *Plaster v. Illinois Cent. R. Co.*, 35-449.

In an action to recover for stock killed upon a railway the burden rests upon plaintiff to show that the injury was caused at a point where the company is required to fence its track: *Kyser v. Kansas City, St. J. & C. B. R. Co.*, 56-207; *Comstock v. Des Moines Valley R. Co.*, 32-376.

Evidence considered and held sufficient to show that the animal killed was struck at a highway crossing, and not in the field where the marks of blood were found: *Sullivan v. Wabash, St. L. & P. R. Co.*, 58-602.

In case of the killing of stock at a point where the railway has not the right to fence, the burden of proof is upon plaintiff to show negligence of the company: *Schneir v. Chicago, R. I. & P. R. Co.*, 40-337.

The failure to give signals at crossings does not in itself establish negligence on the part of the company nor render it liable for stock killed at such crossings. In such cases it is necessary, in order to hold the company liable, that the jury find that the failure to give signals, under the circumstances, constituted negligence, and also that such negligence, if any, was the cause of the injury: *Jackson v. Chicago & N. W. R. Co.*, 36-451.

Under particular facts, held that the company was not guilty of any negligence in connection with the injury received from its train to stock, at its crossing, and was, therefore, not liable: *Plaster v. Illinois Cent. R. Co.*, 35-449; *Schneir v. Chicago, R. I. & P. R. Co.*, 40-337.

In a particular case, held, that there was not such absence of proof of negligence causing the injury to stock at a crossing, on the part of the company, as to require the setting aside of a verdict against it for damages: *Lawson v. Chicago, R. I. & P. R. Co.*, 57-672.

The fact that an engineer, in the exercise of his judgment, believes he can frighten stock from the track without reversing his engine or stopping the train, will not show that there is not negligence unless it appears that he possesses and exercises ordinary judgment: *Parker v. Dubuque Southwestern R. Co.*, 34-399.

In an action for negligence causing injuries to stock at a place where the company was not entitled to fence, held, that it was not improper to instruct the jury that, if defendant's employees saw the animal upon the track, and so near that it might reasonably be supposed, under all the circumstances, that the animal would be in danger, and could, by the use of ordinary care and prudence, have avoided the injury, and did not do so, the defendant was liable: *Edson v. Central R. Co.*, 40-47.

The question whether negligence is shown under such circumstances is one of fact for the jury: *Ibid.*

Negligence or wilful act of stock owner: Contributory negligence of stock owner, not amounting to a wilful act, will not defeat his right to recover for stock injured where the company has a right to fence: *Inman v. Chicago, M. & St. P. R. Co.*, 60-459.

The mere fact that the owner, by his voluntary act, exposes the animal to danger, will not necessarily make the act wilful. If the act of the owner was for a lawful purpose, and the danger was merely incidental, it should not be considered wilful so as to defeat recovery: *Smith v. Kansas City, St. J. & C. B. R. Co.*, 58-622.

The provisions of this section of the statute exclude all defenses in such cases except such as arise from the wilful act of the owner. This implies something more than mere negligence. It is an act in some way connected with the injury, such as driving live stock upon the track, or permitting the animals to escape for the purpose of going upon the track: *Ibid.*

The fact that the owner of swine allows the animals to run at large on his premises, in close proximity to the railroad track, does not constitute a wilful act such as to defeat his recovery: *Lee v. Minneapolis & St. L. R. Co.*, 66-131.

The act of the owner in permitting stock to run at large is not evidence of contributory negligence: *Whitbeck v. Dubuque & P. R. Co.*, 21-103; *Evans v.*

Burlington & M. R. R. Co., 21-374; *Stewart v. Burlington & M. R. R. Co.*, 32-561; *Searles v. Milwaukee & St. P. R. Co.*, 35-490.

The liability of the company for stock killed where it has a right to fence exists regardless of the negligence of the owner. It is only upon a showing that the injury is the result of the wilful act of the owner or his agent that the company is excused from liability: *Spence v. Chicago & N. W. R. Co.*, 25-139.

It is contributory negligence on the part of the owner of cattle to allow them to frequent places of danger such as depot grounds: *Smith v. Chicago, R. I. & P. R. Co.*, 34-506.

But where plaintiff allowed a blind horse to run at large and it was killed by defendant's train on its depot grounds, *held*, that the question whether plaintiff was guilty of contributory negligence was for the jury, and that such act was not, as a matter of law, negligence sufficient to defeat recovery: *Hammond v. Sioux City & P. R. Co.*, 49-450.

The fact that a party knowingly allows his animals to be upon and frequent depot and station grounds does not necessarily constitute contributory negligence such as to defeat recovery for injury to such animals: *Miller v. Chicago & N. W. R. Co.*, 59-707.

That a stock owner allows his stock to run at large with the knowledge that a crossing is dangerous, and that his animals frequent such crossing, does not constitute negligence even though the statute makes the owner liable for all damage resulting from his animals being at large: *Kuhn v. Chicago, R. I. & P. R. Co.*, 42-420.

Where the owner of stock turned it loose upon the portion of his farm which was fenced, and it broke through the fence and strayed upon the railroad track, and it did not appear that the fence was reasonably sufficient, *held*, that plaintiff having no knowledge that his animals had escaped until they were killed, could not be considered guilty of contributory negligence: *Moriarty v. Central Iowa R. Co.*, 64-696.

Stock unlawfully at large: The fact that sheep and swine are not allowed to run at large will not defeat the owner's right to recover for injuries to such animals: *Spence v. Chicago & N. W. R. Co.*, 25-139; *Stewart v. Chicago & N. W. R. Co.*, 27-282; *Fernow v. Dubuque & S. W. R. Co.*, 22-528; *Lee v. Minneapolis & St. L. R. Co.*, 66-131.

Where animals allowed to run at large in violation of a city ordinance, come upon the track they are trespassers, and the company owes no duty with reference to them and is not liable for injuries received by them, even though occasioned by a train running at greater speed than eight miles per hour, it not appearing that such improper speed was wanton or reckless: *Vanhorn v. Burlington, C. R. & N. R. Co.*, 59-33; *S. C.*, 63-67.

To defeat recovery from a railroad company for killing on its depot grounds an animal which it is unlawful to allow to run at large, it is necessary to show that the animal is at large by the owner's sufferance: *Pearson v. Milwaukee & St. P. R. Co.*, 45-497.

The fact that plaintiff's horse was at large in the night-time on the premises of another in violation of the herd law in force in the county, and was killed by defendant's train without fault or negligence of defendant, at a point where defendant had a right to fence, but did not, *held* not sufficient to defeat plaintiff's right of recovery: *Krebs v. Minneapolis & St. L. R. Co.*, 64-670.

It is not contributory negligence sufficient to defeat the owner's right of recovery that the animal is at large within the city limits in violation of an ordinance of the city, if it is at large by accident and not intentionally: *Doran v. Chicago, M. & St. P. R. Co.*, 73-115.

Operation of the road; construction train: The railway company is liable for stock killed by a construction train by reason of the failure to fence, although the road is not completed: *Glandon v. Chicago, M. & St. P. R. Co.*, 68-457.

Receiver: Where a railroad is being operated by a receiver, the receiver, and not the company, is liable under the provisions of this section: *Brockert v. Central Iowa R. Co.*, 82-369; *Schurr v. Omaha & St. L. R. Co.*, 67-280.

SEC. 2056. Damages by fire. Any corporation operating a railway shall be liable for all damages sustained by any person on account of loss of or injury to his property occasioned by fire set

out or caused by the operation of such railway. Such damages may be recovered by the party injured in the manner set out in the preceding section, and to the same extent, save as to double damages. [C. '73, § 1289.]

Setting out fires: The effect of this section is not to make the company absolutely liable for damages from fires set out, but to render the injury *prima facie* proof of negligence on part of the company, which may be rebutted by showing freedom from such negligence: *Small v. Chicago, R. I. & P. R. Co.*, 50-338; *Slosson v. Burlington, C. R. & N. R. Co.*, 51-294; *Labby v. Chicago, R. I. & P. R. Co.*, 52-92.

The negligence of the company is presumed if the fire proceeds from one of its engines, and it is not necessary for the plaintiff in the first instance to prove more than that it did so proceed: *Rose v. Chicago & N. W. R. Co.*, 72-625.

Plaintiff in the reasonable attempt to save the property of another from destruction by a fire set out by defendant's negligence received severe personal injuries. *Held*, that such injuries were so far the proximate result of defendant's negligence in setting out the fire that recovery could be had therefor: *Liming v. Illinois Cent. R. Co.*, 81-246.

In an action to recover damages for destruction of property by fire set out by an engine of a railroad company, *held*, that the question to be determined was whether the engine of the defendant set out the fire, and if so, whether it was properly constructed and operated, and in good condition: *Metzgar v. Chicago, M. & St. P. R. Co.*, 76-387.

And *held*, that the duty of the railroad company to use the best devices available to prevent the escape of fire would not depend in any manner upon the usage of other roads; and evidence that the same kind of an engine as that setting out the fire was in general use on other roads was not admissible: *Ibid*.

In an action to recover for loss of property destroyed by fire from an engine, *held*, that the petition need not allege negligence on the part of the defendant, as the fact that the fire was set out in the operation of its railroad was *prima facie* evidence of negligence sufficient to authorize a recovery in the absence of evidence overcoming the legal presumption: *Seeka v. Chicago, M. & St. P. R. Co.*, 77-137.

In case of damages from fires, the presumption is that the corporation operating the road is guilty of negligence. It is not necessary for plaintiff to allege negligence, nor will such unnecessary allegation of negligence change the rule of proof: *Engle v. Chicago, M. & St. P. R. Co.*, 77-661.

Where part of an instruction, considered alone, appeared to hold a railroad company liable for the consequences of slight negligence in setting out a fire, but where the whole instruction considered together expressed the rule that it was held only to ordinary care and diligence, *held*, that the objectionable clause was no ground for reversal: *Ibid*.

It is sufficient for plaintiff suing in such cases to set forth in his pleading simply the occurrence of the injury. The presumption of liability arising from the occurrence itself is not necessarily overcome by the proof merely that the company was not guilty of negligence in the matters which were the immediate cause of the injury, as permitting combustible material to accumulate and remain on the right of way. The burden of proving such fact is not upon the plaintiff even though he may allege it in his petition: *Ibid*.

This *prima facie* evidence may be rebutted by defendant, the effect of the statute being simply to change the burden of proof. As to whether the rebutting evidence showing due care, etc., on the part of the company is sufficient is a question for the jury and not for the court: *Babcock v. Chicago & N. W. R. Co.*, 62-593.

The good condition of the engine, the diligence of defendant's employees and other facts are evidence of care. When such evidence is introduced on the part of the defendant after the fact of the injury is proven by plaintiff, a conflict in the evidence arises which may be determined by the jury: *Ibid*.

The burden is upon defendant, upon proof that the fire originated from its engine, to show that it was free from negligence and in a particular case *held* that the evidence was not sufficient to show such fact: *Hockstedler v. Dubuque & S. C. R. Co.*, 88-236.

The fact that the right of way is procured from the owner of the land does not preclude recovery of damages for fires set out in the operation of the railway to fences not then built and timber situated a mile from the track. Such damages could not have been considered in estimating damages in proceedings for condemning the right of way: *Rodemacher v. Milwaukee & St. P. R. Co.*, 41-297.

A railroad company is liable for damages from fire communicated by its negligence to a building of a third person and from such building to buildings of plaintiff, and negligence of the third person owning the intermediate building in not keeping it in the proper condition will not defeat plaintiff's right to recover: *Small v. Chicago, R. I. & P. R. Co.*, 55-582.

This section does not render invalid a contract between the railroad company and a person who is given a license to erect any building on its right of way relieving the railroad company from liability for injury to such building by fire caused by negligence of its employees: *Griswold v. Illinois Central R. Co.*, 90-265.

Company operating road: The company whose engine sets out the fire is liable for the damages resulting although it is operating a line owned and used by another company, and the fire originates on the right of way by reason of combustible matter allowed to accumulate thereon by such other company: *Slossen v. Burlington, C. R. & N. R. Co.*, 60-215.

Contributory negligence: If, by plowing around stacks in a field or otherwise protecting them, the owner could have prevented destruction of them by reason of fire originally set out by sparks from a locomotive spreading to such stacks, and the omission to protect them was negligence, then plaintiff cannot recover for their destruction; the question whether failure to thus plow around the stacks for their protection was negligence being a question for the jury: *Kesee v. Chicago & N. W. R. Co.*, 30-78.

It is not, as a matter of law, contributory negligence on the part of the owner of grain stacked upon the open prairie to fail to take certain precautions to guard against the approach of fire, as by plowing around it, etc. The question whether such omission constitutes negligence in a particular case is one of fact for the jury: *Garrett v. Chicago & N. W. R. Co.*, 36-121.

The right of recovery for an injury caused by fire set out in the operation of a railroad is not defeated by the mere contributory negligence of the injured party: *West v. Chicago & N. W. R. Co.*, 77-654; *Engle v. Chicago, M. & St. P. R. Co.*, 77-661.

Whether, under the section as it now stands, differing from the provisions under which preceding cases were decided, it is necessary for plaintiff suing to recover damages to his property for fire set out by an engine to prove absence of contributory negligence on his part, *quære*: *Ormond v. Central Iowa R. Co.*, 58-742.

Evidence as to whether other farmers had plowed around their stacks at the time plaintiff's stacks were destroyed by fire, *held*, not admissible: *Ibid.*; *Slossen v. Burlington, C. R. & N. R. Co.* 60-215.

Held, also, that it was error to instruct the jury in such cases that plaintiff's act in stacking his wheat in a field where it was grown and adjacent to a railroad, without plowing around his stacks, would not constitute negligence defeating his recovery unless the act was such as ordinarily prudent and cautious men would not have done in like manner under similar surrounding circumstances: *Slossen v. Burlington, C. R. & N. R. Co.*, 60-215.

The party from whose land the right of way is taken would not be negligent, as a matter of law, in sowing wheat upon the right of way and allowing the stubble to remain there after the wheat was removed: *Ibid.*

Constitutional: These peculiar provisions as to liability of railway companies for damages from fires are not in conflict with the constitution, being applicable alike to all persons or companies engaged in such business: *Rodemacher v. Milwaukee & St. P. R. Co.*, 41-297.

Evidence: The frequent occurrence of fires caused by the same engine on the same trip may be shown for the purpose of proving that it was defective in its construction, or that it was out of repair or negligently handled: *Slossen v. Burlington, C. R. & N. R. Co.*, 60-215; *Lanning v. Chicago, B. & Q. R. Co.*, 68-502; *West v. Chicago & N. W. R'y Co.*, 77-654; *Johnson v. Chicago & N. W. R. Co.*, 77-666.

But in such a case, it is not competent to show that other fires occurred along the right of way in the same vicinity shortly after the engine passed over the

road and before the fire that destroyed plaintiff's property: *Bell v. Chicago, B. & Q. R. Co.*, 64-321.

Plaintiff in introducing evidence to rebut the evidence of the railway company tending to show want of negligence on its part causing fire set out by its locomotives, may do so by facts of a circumstantial character, as it is not usually possible to introduce witnesses who can testify from personal knowledge. Therefore evidence which might not be free from difficulties in other cases open to clearer proofs, might be considered sufficient: *Babcock v. Chicago & N. W. R. Co.*, 62-593.

There being no question as to where and how the fire originated, and it not being alleged as negligence that the right of way was in an improper condition, *held*, error to refuse an instruction to the effect that the question as to whether or not the right of way was clean and free from grass and other combustible matter was immaterial: *Comes v. Chicago, M. & St. P. R. Co.*, 78-391.

In an action to recover damages from defendant for fire claimed to have been communicated to plaintiff's premises, either directly or indirectly from defendant's engine, *held*, that evidence that charred shingles, after the fire and on the same day, were found a quarter of a mile beyond the house burned and in the direction the wind was blowing, was admissible to show that the fire was communicated from the defendant's engine, or burning timbers on defendant's right of way about four hundred feet distant: *Knight v. Chicago, R. I. & P. R. Co.*, 81-310.

Where it was shown that large cinders were thrown out through the smoke-stack of the engine, and that the spark-arrester of the engine, permitting such cinders to escape, was out of repair, *held*, that the jury might infer that the employes operating the engine observed such cinders and sparks and were thereby informed of the defective condition of the engine: *Ibid*.

Proof that fire started in a field about one hundred and sixteen feet from the railroad track a few minutes after a train had passed, *held* evidence that such fire originated from such engine: *Greenfield v. Chicago & N. W. R. Co.*, 83-270.

Proof of damage in such case is *prima facie* evidence of negligence on the part of the company: *Ibid*.

In order that the company may negative its negligence in such case so as to escape liability, it must negative every fact the proof of which would justify the finding of negligence: *Ibid*.

Evidence of the occurrence of the fire may be sufficient to discredit the testimony of the engineer as to the engine being in good condition: *Ibid*.

Evidence in a particular case, *held* sufficient to sustain a verdict for damages caused by fire on the theory that such fire was set out by the locomotive engine of the defendant: *Hemmi v. Chicago G. W. R. Co.*, 70 N. W., 746.

Where there is a *prima facie* case of negligence on the one side and the direct evidence of the defendant as to care and diligence on the other, the conflict should be submitted to the jury: *Ibid*.

Sufficiency of evidence in particular cases considered: *Johnson v. Chicago & N. W. R. Co.*, 77-666; *Fish v. Chicago, R. I. & P. R. Co.*, 81-280.

As to admissibility of the record of inspection of engines, see *Tyler v. Chicago & N. W. R. Co.*, 71 N. W., 536.

Measure of damages: The measure of damage for property destroyed by such a fire is the difference between the value before and the value after the fire, so that in regard to damage to growing timber, *held*, that it was the loss of value of the growing timber, as growing, and not the value it would have had as cut up into cord-wood, that was the measure of damage: *Greenfield v. Chicago & N. W. R. Co.*, 83-270.

In an action to recover the value of trees destroyed by fire set out by defendant's engines, *held*, that a witness was properly permitted to testify that it would be difficult to grow trees in the place of those destroyed, by reason of the shade of other trees, as such evidence would have a bearing upon the value of the trees destroyed: *Leiber v. Chicago M. & St. P. R. Co.*, 84-97.

Where damages were claimed for injuries to meadow, grass and trees, *held*, that evidence might properly be received as to the depreciation in value of the meadow, trees, etc., by reason of the fire, and that the cost of restoration was not the proper measure: *Hamilton v. Des Moines & K. C. R. Co.*, 84-131.

The measure of damages to an orchard destroyed by fire, is the difference between the fair market value of the farm upon which it is situated, immediately before the fire, and such value immediately after the fire. In such a case plaintiff may, in an examination in chief of a witness, show the value of the land before and after the fire; and may, at his election, show the facts upon which the witness based his judgment as to such values: *Rowe v. Chicago & N. W. R. Co.*, 71 N. W., 409.

Since the enactment of the provisions relating to liability for damages from fires, contributory negligence of the person injured cannot be shown as a defense: *West v. Chicago & N. W. R. Co.*, 77-654; *Engle v. Chicago, M. & St. P. R. Co.*, 77-661; *Johnson v. Chicago & N. W. R. Co.*, 77-666.

Title of property: Where it appeared that plaintiff had as a trespasser cut and stacked hay upon the land of another which he had no title to, and of which he was not in possession, *held*, that he could not maintain an action against a railroad company for its negligence resulting in the destruction thereof by fire: *Murphy v. Sioux City & P. R. Co.*, 55-473; *Lewis v. Chicago, M. & St. P. R. Co.*, 57-127; *Comes v. Chicago, M. & St. P. R. Co.*, 78-391.

Where hay destroyed in such a fire had been cut by plaintiff upon uninclosed prairie land, under a license, *held*, that he had sufficient title to recover damages for the destruction thereof although the license thereof was given by one who had no authority to convey an interest in the land: *Metzgar v. Chicago, M. & St. P. R. Co.*, 76-387; *Bullis v. Chicago, M. & St. P. R. Co.*, 76-680.

Where plaintiff suing to recover for destruction of hay by fire set out by defendant in the operation of its road showed that such hay was cut and stacked upon land leased by him from the person claiming to be owner thereof, *held*, that he was entitled to recover without proving title in his landlord, there being no adverse claim made: *Johnson v. Chicago & N. W. R. Co.*, 77-666.

In an action by the tenant to recover the value of a crop destroyed by fire set out by the company's engines, it appearing that plaintiff did not pay cash rent, *held* error to refuse to allow plaintiff to be cross-examined as to whether he was to give a share of the grain for rent: *Ormond v. Central Iowa R. Co.*, 58-742.

Where it does not appear that title to the premises injured is in dispute, oral evidence of such title not objected to may be sufficient to show plaintiff's title to recovery, and an objection to such evidence of plaintiff's title, not made until by motion to take the case from the jury, is too late: *Fish v. Chicago, R. I. & P. R. Co.*, 81-280.

Negligence: Before the enactment of this statutory provision it was held that the burden of proof in an action against the company for such damages was upon plaintiff to show negligence of the company, and that proof of the injury alone was not sufficient to make out a *prima facie* case: *Gandy v. Chicago & N. W. R. Co.*, 30-420; *McCummons v. Chicago & N. W. R. Co.*, 33-187; *Garrett v. Chicago & N. W. R. Co.*, 36-121.

But in such case, *held*, that as in the nature of the case plaintiff must labor under difficulties in making proof of the fact of negligence, and as that fact itself is always a relative one, it might be satisfactorily established by evidence of circumstances bearing more or less directly upon the fact of negligence, and which might not be satisfactory in other cases, free from difficulty and open to clear proof: *Gandy v. Chicago & N. W. R. Co.*, 30-420.

A party using a dangerous instrument, body or element will be held to use greater care and prudence than when using a less destructive agency. Fire being a destructive element, persons using it are required to exercise all reasonably careful precautions against its spread, and the care and prudence required by law to prevent the spread of fire from a locomotive are not deemed to be exercised unless some proper precautions are used for that purpose: *Jackson v. Chicago & N. W. R. Co.*, 31-176.

Ordinary care and prudence require the use of the best contrivances known, and unless such are used it will be considered negligence; but what amounts to negligence in such cases is a question of fact for the jury: *Ibid.*

Also *held*, that to allow dried grass, weeds, and other matter, the natural accumulations of the soil, to remain upon the right of way, was not negligence *per se*, but there might be such peculiar or unusual circumstances in a given case as that such acts would amount to negligence in fact, and that when such circum-

stances existed they might properly be submitted to the jury to establish the fact of negligence: *Kesee v. Chicago & N. W. R. Co.*, 30-78.

Also *held*, that the question of negligence, such as to render the company liable for damages resulting from such fires, was to be determined by the jury, and that it was not proper to enumerate facts and circumstances which as a matter of law would be sufficient to charge the company with negligence: *McCormick v. Chicago, R. I. & P. R. Co.*, 41-193.

SEC. 2057. Fences required. All railway corporations owning or operating a line of railway within the state shall construct, maintain and keep in repair a suitable fence of posts and barb wire or posts and boards, or any other fence which the fence viewers shall determine to be equivalent thereto, on each side of the track thereof, so connected with cattle-guards at all public road crossings as to prevent cattle, horses and other live stock from getting on the railroad tracks. Such tracks shall be fenced within six months after the completion of the same or any part thereof. Such fences, when of barb wire, shall be of five wires securely fastened to posts set not more than twenty feet apart, the top wires to be not less than fifty-four inches high; or of five boards securely nailed to posts set not more than eight feet apart, the fence to be not less than fifty-four inches high. Fences repaired or rebuilt shall conform to the foregoing provisions. Nothing in this or the two following sections shall be construed to compel a railway company operating a third-class line to fence its road through the land of any farmer or other person who, by written agreement with such company, waives the fencing thereof. [22 G. A., ch. 30, § 1.]

Where the only repairs made after 1888 in a railroad fence which had never been fifty-four inches high, consisted in nailing on loose boards and replacing defective boards with others brought from another portion of the fence, *held*, that such acts did not constitute a repairing of the fence within the meaning of this section so as to render it necessary that the fence should be made of the statutory height: *Moockley v. Chicago & N. W. R. Co.*, 92-748.

As to fencing in general see notes to § 2055.

SEC. 2058. Penalty—killing of stock. If the corporation, officer thereof or lessee owning or engaged in the operation of any railroad in the state refuses or neglects to comply with any provision of this chapter relating to the fencing of the tracks, such corporation, officer or lessee shall be guilty of a misdemeanor, and upon conviction fined in a sum not exceeding five hundred dollars for each offense, and every thirty days' continuance of such refusal or neglect shall constitute a separate and distinct offense; but nothing herein contained shall be construed to relieve the corporation from liability arising from the killing or maiming of live stock on said track or right of way by its negligence or that of its employes, nor shall anything in this chapter interfere with the right of open or private crossings, or with the right of persons to such crossings, nor in any way limit or qualify the liability of any corporation or person owning or operating a railway that fails to fence the same against live stock running at large for any stock injured or killed by reason of the want of such fence. [23 G. A., ch. 20; 22 G. A., ch. 30, §§ 2, 3.]

SEC. 2059. Railway crossings near Mississippi river.

When, in the construction of a railway, it becomes necessary to cross another railway near the shore of the Mississippi river, each shall be so constructed and maintained at the point of crossing that the respective roadbeds thereof shall be above high water in such river, but where the crossing occurs within the limits of cities containing six thousand or more inhabitants, the council thereof may establish the crossing grade. [C. '73, § 1290.]

SEC. 2060. Interlocking switches. When in any case two or more railroads cross each other at a common grade, or a railroad crosses a stream by swing or draw bridge, they may be equipped thereat with an interlocking switch system, or other suitable safety device rendering it safe for engines or trains to pass thereover without stopping, and if such interlocking switch system or other safety device shall have been approved by the railroad commissioners, then the engines and trains of such railroad or railroads may pass over such crossings or bridge without stopping, the provisions of any other law to the contrary notwithstanding, and the provisions of the three following sections also are not applicable in such a case. [25 G. A., ch. 25, §§ 1, 6.]

SEC. 2061. Proceedings to establish. In any case where the tracks of two or more railroads cross each other at a common grade, any company owning one of such tracks and desiring to unite with others in protecting the crossing with interlocking or other safety device, and being unable to agree with such others thereon, may file in the district court of the county in which the crossing is located a petition, stating the facts and asking the court to order such crossing to be protected by interlocking or other safety device. Said petition shall be accompanied by a plat showing the location of all tracks and switches, and upon the filing thereof notice shall be given by the petitioner to every other company or person owning or operating any track involved in such crossing. The court, or a judge thereof if the petition is filed in vacation, shall thereupon appoint a commissioner to examine into the necessity for such a system, and report the facts and his recommendation in such time as the court or judge may direct, and, as soon as practicable thereafter, the court or judge shall appoint a time and place for the hearing of such petition. The proceedings shall be in equity, and subject to all the rules of equity practice, except that the court shall require the issue to be made up at the first term after the petition is filed, and give the proceeding precedence over other civil business and try the action thereat, if possible. [Same, § 2.]

SEC. 2062. Decree. After allowing all parties full opportunity to show cause why such system should or should not be ordered thereat, the court shall, if it is found the plaintiff should prevail, enter its decree ordering the establishment of such system as it may prescribe, the time within which it shall be begun and finished, and the proportion of the expense thereof to be paid by each company or person interested in the crossing, and make such division of the costs as may be equitable. [Same, § 2.]

SEC. 2063. Proposed crossing. In case one railway company desires to cross with its tracks those of another at grade, and such companies cannot agree to the terms thereof, the company desiring to cross shall, upon the application of the company whose track it is desired to cross, in a proceeding instituted as provided in the two preceding sections, be compelled to interlock such crossing, and the court therein shall make such orders and decree as may be required to secure public safety and the preservation of the properties of the roads, and prescribe the terms upon which such crossing shall be maintained after being made. The provisions of this and the two preceding sections shall not apply to side tracks. [Same, § 3.]

SEC. 2064. Apportionment of costs. If in any case contemplated in the three preceding sections the crossings shall be of two railroads only, then the court shall not apportion to either less than one-third of the cost, and if more than two roads are involved, the court shall not apportion to any one less than two-thirds of an equal share of such cost. [Same, § 4.]

SEC. 2065. Modification of decree. Any decree made pursuant to the four preceding sections shall be subject to changes or modifications at any subsequent term, on due cause shown therefor, upon a petition filed in the same proceedings, setting forth the reasons therefor and arising subsequent to entry of the decree therein. [Same, § 5.]

SEC. 2066. Sale or lease of railroad property—joint arrangement. Any railway corporation may sell or lease its property and franchises to, or make joint running arrangements not in conflict with law with, any corporation owning or operating any connecting railway, and any corporation operating the railway of another shall be liable in the same manner and extent as though such railway belonged to it. [C. '73, § 1800.]

Where a line of road has been built by aid of taxes levied for that purpose, the line in aid of which the tax is voted must be operated as a whole, and a portion thereof cannot be leased and operated separately to the injury of any locality on the line. Any railroad company availing itself of such aid assumes relations to the public different from those resulting from a mere private contract: *State v. Central Iowa R. Co.*, 71-410.

Further as to this section, see *Treadway v. Chicago & N. W. R. Co.*, 21-351; and, in general, notes to § 2036.

SEC. 2067. Mortgage of contract or lease. Any contract, lease or benefit derived under the authority given in the preceding section may be mortgaged for the purpose of securing construction bonds in the same manner as other property of the corporation. [C. '73, § 1301.]

Where a railroad has been constructed by the aid of taxes the obligation to operate it as an entire line attaches to it in the hands of a purchaser thereof at sale under foreclosure: *State v. Central Iowa R. Co.*, 71-410.

Where a railroad was bought in by a new corporation at foreclosure sale under a mortgage, held, that such purchaser could be compelled to comply with the decree rendered against the former company, while in the hands of a receiver, directing the operation of its road between certain points: *State v. Iowa Cent. R. Co.*, 83-720.

Under a contract for the transfer of a line of railroad from one company to another, *held*, that the transferee assumed any liability existing against the transferrer for injury to an employee: *Knott v. Dubuque & S. C. R. Co.*, 84-462.

SEC. 2068. Effect of change of name: If any railway company is organized under a corporate name, and has made contracts for payments to it upon delivery of stock therein, and shall subsequently thereto change its corporate name, or if the real ownership in the property, rights, powers and franchises has passed legally or equitably into any other company, no such contracts shall be enforced until tender or delivery of stock in such last named corporation or company is made. [C. '73, § 1302.]

Cases are contemplated in this section where payments are to be made to the company upon delivery of stock, and it also contemplates that the ownership of property rights, powers and franchises may legally pass to another company while such contracts for payments exist. The section embraces obligations for payment of taxes voted, and also voluntary conveyances by one company to another, in which the delivery of stock to taxpayers shall be provided for. Therefore, *held*, that a transfer by the company in whose favor a tax was voted to another company did not forfeit the tax voted, stock in the new company of equal or greater value than that of the company to whom the tax was voted being offered to the taxpayer: *Cantillon v. Dubuque & N. W. R. Co.*, 78-48.

SEC. 2069. Report. When any railway has been completed and opened for use, the corporation owning, operating or constructing it shall report under oath to the next general assembly the total cost thereof, specifying the amount expended for construction, engines, cars, depots and other buildings, and the amount of all other expenses, together with the length of the railway, the number of planes with their inclination to the mile, the greatest curvature, the average width of road-bed, and the number of ties per mile. [C. '73, § 1303.]

SEC. 2070. Rights reserved. All contracts, stipulations and conditions regarding the right of controlling and regulating the charges for freight and passengers upon railways, heretofore made in granting land and other property or voting taxes to aid in the construction of or franchises to railway corporations, are expressly reserved, continued and perpetuated in full force and effect, to be exercised by the general assembly whenever the public good or the public necessity requires such exercise thereof. [C. '73, § 1306.]

SEC. 2071. Liability for negligence or wrongs of employees. Every corporation operating a railway shall be liable for all damages sustained by any person, including employes of such corporation, in consequence of the neglect of the agents, or by any mismanagement of the engineers or other employes thereof, and in consequence of the wilful wrongs, whether of commission or omission, of such agents, engineers or other employes, when such wrongs are in any manner connected with the use and operation of any railway on or about which they shall be employed, and no contract which restricts such liability shall be legal or binding. [C. '73, § 1307.]

In general: Without this statutory provision the company would not be liable to an employe for injuries resulting from negligence of a co-employe, and

the intention of the statute is merely to give to the employe a right of action in such cases, and not to change the degree of care necessary, which is, as between master and servant, that of ordinary care and diligence only: *Hunt v. Chicago & N. W. R. Co.*, 26-363.

The company is liable to an employe for damages resulting from the negligence of a co-employe whose duty it was to keep a bridge in order, in the performance of such duty: *Locke v. Sioux City & P. R. Co.*, 46-109.

A railway company cannot avoid liability for the negligence of its employes by requiring of an employe injured by reason of such negligence more than reasonable care in the discharge of his duties: *Scagel v. Chicago, M. & St. P. R. Co.*, 83-380.

It seems that this section is not applicable to street railways: *Manhattan Trust Co. v. Sioux City Cable R. Co.*, 68 Fed., 82.

These provisions are entirely immaterial as applied to a case where the evidence fails to show any negligence on the part of the railroad company: *Hamilton v. Chicago, R. I. & P. R. Co.*, 61 N. W., 415.

Person or company operating railway: A receiver who is managing a railway under the direction of a court is within this section and may be charged, and a recovery obtained against him, as a person operating a railway. And though his liability could not be personal, a judgment against him might be satisfied out of the property in his hands if the court by whom he was appointed should so direct: *Sloan v. Central Iowa R. Co.*, 62-728.

The fact that a lessee may be held liable under this section does not prevent recovery against the owner of the road. The actions are cumulative: *Bower v. Burlington & S. W. R. Co.*, 42-546.

The running of special trains over the railway by a construction company in constructing it is operating a railroad within the meaning of the statutory provision: *McKnight v. Iowa & M. R. Constr. Co.*, 43-406.

Persons not employes: The language of the section is so broad that it includes any and all persons, employes and others, who may be injured by the negligence of the agents or servants of the railway company or persons operating the railway: *Rose v. Des Moines Valley R. Co.*, 39-246.

If the act of the employe is within the scope of his authority the company is liable for injuries therefrom to a third person even though the act is wilfully wrongful: *Marion v. Chicago, R. I. & P. R. Co.*, 64-568.

If the employes perform their duty in operating a train in a manner so unusual or reckless as to endanger lives of persons upon the train they are guilty of negligence, and if in direct consequence of such negligence a person is injured the company will be liable even though the person was on the train without right. This section renders the company liable for all damages sustained by any person in consequence of the neglect of agents, etc.: *Way v. Chicago, R. I. & P. R. Co.*, 73-463.

It is not material that plaintiff, claiming to recover by virtue of this section, was not employed in the operation of the road. It is sufficient if it appears that he was injured by the operation of the road and by negligence of the parties charged with responsibility with respect to the movement of trains: *Pierce v. Central Iowa R. Co.*, 73-140.

One riding on a train by fraud or stealth without payment of fare takes upon himself all the risk of the ride and if injured by an accident not due to recklessness and wilfulness on the part of the company, he cannot recover notwithstanding the provisions of this section: *Condran v. Chicago, M. & St. P. R. Co.*, 67 Fed., 522.

Employes engaged in operating road: This section affords a remedy only to such employes as are employed, at the time of receiving the injury, in the business of operating a railroad: *Malone v. Burlington, C. R. & N. R. Co.*, 65-417.

So that to entitle an employe to recover against the company for injuries which he has sustained, he must show, first, that he belonged to the class of employes to whom the statute affords a remedy, and second, that the company which occasioned the injury was of a class of companies for which the remedy is given: *Ibid.*

Therefore, *held*, that an employe whose duty was to wipe off engines, open and close the doors of the engine house, and remove snow from the turn-table and tracks and operate the turn-table, and who was injured by reason of the neg-

ligence of a co-employee causing the door of the engine house to fall upon him; was not engaged in the operation of the road in such a sense as to be within the statutory provisions: *Ibid.*

The change from the common law made by this section extends no further than to employees engaged in the business of operating a railway, and not to persons employed by the corporation without regard to the nature of their employment. Such corporation may be engaged in any other business, which may be within the scope of their organization, but not at all, or very remotely, connected with the use of their road, and in such cases employees by whom such affairs are conducted acquire no rights under the statutory provision, as their occupation does not expose them to the hazards incident to the use of railways, and the statute was not designed for their protection and benefit: *Schroeder v. Chicago, R. I. & P. R. Co.*, 41-344.

It is error for the court to instruct the jury that, as a matter of law, the nature of plaintiff's service and employment bring him within the terms of the statute. The character of his employment, whether in connection with the use of defendant's railroad, or whether thereby he is brought within the provisions of the statute, are questions of fact to be determined by the jury: *Ibid.*

These provisions apply no further than to employees engaged in the business of operating a railroad, and do not apply to employees in a machine-shop of the company. In such case the common-law rule exempting the employer from liability for injury to an employee resulting from the negligence of a co-employee is still in force: *Potter v. Chicago, R. I. & P. R. Co.*, 46-399.

The words "where such wrongs are in any manner connected with the operation or use of any railway" apply not only to wilful wrongs, but also to negligence of agents, etc., and in order to entitle an employee to recover for injuries received from a co-employee, it must appear that he was engaged in a service connected with the use and operation of the railroad: *Foley v. Chicago, R. I. & P. R. Co.*, 64-644.

Therefore, *held*, that an employee whose duty it was to repair cars while standing upon the track and side track of the company, while not in motion, and who was sometimes required to ride on the trains of the company from place to place for the purpose of making such repairs at different places, was not employed in the operation of the road in such sense as to bring him within the protection of the provision: *Ibid.*

Injuries to one employee by reason of negligence of another, both engaged in the work of repairing a track, such injury not resulting from the operation of the railroad, *held* not within the provisions of the statute: *Matson v. Chicago, R. I. & P. R. Co.*, 68-22.

Employees engaged in hoisting coal in a coal-house for the purpose of filling a car are not so engaged in the hazardous business of operating a railroad as that one can recover for injuries caused by the negligence of the other: *Luce v. Chicago, St. P., M. & O. R. Co.*, 67-75.

In order to render a company liable for injuries to an employee by reason of negligence of a co-employee, the negligence complained of must be that of an employee and affect a co-employee, who are in some manner performing work for the purpose of moving a train, as loading or unloading it, or superintending, directing or aiding its movement. The persons must be connected in some manner with the moving of trains. Work preparatory thereto, which may be done away from the train, is not connected with its movement: *Stroble v. Chicago, M. & St. P. R. Co.*, 70-555.

Therefore, *held*, that where employees were engaged about elevating coal to a platform to supply the engine, their duties were not so connected with the use and operation of the railroad as that one of them could recover for injuries received from negligence of the other: *Ibid.*

Where a section hand was injured by the negligence of a co-employee while engaged in loading a car, *held*, that it did not sufficiently appear that his employment was of such character as to entitle him to recover: *Smith v. Burlington, C. R. & N. R. Co.*, 59-73.

Where an employee was injured by appliances connected with the round house, *held*, that it was not error to instruct the jury that if they found it was a part of plaintiff's duty to keep such appliances in a safe condition, or that it was the duty of another employee of the same kind to do so, and that they both, or

either of them, neglected to do so, then the plaintiff could not recover, the employes not being engaged in the operation of the road: *Manning v. Burlington, C. R. & N. R. Co.*, 64-240.

An employe in the round house engaged in putting a spring into an engine is not engaged in the operation of the road within the meaning of this section: *Hathaway v. Illinois Central R. Co.*, 92-337.

One who is employed in a round house as clinker man, and in the course of his duty is injured while coupling together tanks in the round house, moved by engines, is within the terms of this section and can recover for injury done to him, due to the negligence of a co-employe: *Butler v. Chicago, B. & Q. R. Co.*, 87-206.

A person engaged in working on a bridge of the company and required, in the course of his employment, to ride on its trains, is within the statutory provision: *Schroeder v. Chicago, R. I. & P. R. Co.*, 47-375.

And so is a section hand: *Frandsen v. Chicago, R. I. & P. R. Co.*, 38-372.

And so is a hand engaged in shoveling gravel from a gravel train: *McKnight v. Iowa & M. R. Constr. Co.*, 43-406.

Or a hand engaged in connection with the operation of a dirt train: *Deppe v. Chicago, R. I. & P. R. Co.*, 38-52.

Where the plaintiff was employed on a train used for hauling sand, and was injured by the falling of a bank of sand where he had been shoveling, held, that the case was within the provisions of this section: *Handelun v. Burlington, C. R. & N. R. Co.*, 72-709.

An employe required to go upon a train for the purpose of unloading cars is within the scope of this section and may recover for injuries received by reason of negligence of a co employe: *Raben v. Central Iowa R. Co.*, 73-579.

Where the employe was injured while engaged in operating a derrick situated on a flat car, the operation of which involved the movement of the car upon the track, held, that he was within the scope of this section: *Nelson v. Chicago, M. & St. P. R. Co.*, 73-576.

A section foreman whose work is along and on a track on which trains are operated, and has reference to train movements in the keeping of the track in repair and in condition therefor, is engaged in the operation of the road in such sense as to come within the provisions of this section: *Haden v. Sioux City & P. R. Co.*, 92-226.

A private detective injured while walking along the track, in accordance with directions of the company, to a certain place where he was to try to detect persons accustomed to place obstructions on the track, and who, while so walking to the place designated, was prostrated by sunstroke on the track and negligently run over and injured by defendant's engine, held to be so engaged as to subject him to the hazard peculiar to the business of operating the railway, and to be within the protection of the statutory provision: *Pyne v. Chicago, B. & Q. R. Co.*, 54-223.

Where a "wiper" is in temporary charge of an engine, the railroad company is liable for his negligence resulting in injury to a brakeman in coupling cars: *Whalen v. Chicago, R. I. & P. R. Co.*, 75-563.

And it is immaterial in such case whether the train was being made up at the usual and proper time or not: *Ibid.*

A workman employed to shovel snow for the clearing of the track, and being transported on defendant's train for the purpose of performing such service, is engaged in the operation of the road in such sense as entitles him to recover for injuries received by reason of negligence of employes operating the train: *Smith v. Humeston & S. R. Co.*, 78-583.

A section-hand, while riding on a handcar holding a shovel for the purpose of clearing snow from the rail, is engaged in the operation of the road within the provision of this section, so as to be entitled to recover for injuries received by reason of negligence of the foreman in charge of the car: *Chicago, M. & St. P. R. Co. v. Artery*, 137 U. S., 507.

This statute is upheld on the ground that it is applicable to all employes of a certain class; that is, those engaged in employment which exposes them to the peculiar dangers and perils of the operation of a railroad, and it has not been limited to train crews only. It applies to section men who have nothing to do

with the movement of trains by which they are injured, and to other like employes: *Keatley v. Illinois Central R. Co.*, 63 N. W., 560.

Therefore, *held* that it was applicable in case of injury to one of the gang of section men engaged in constructing an abutment who was injured by the employes of the defendant negligently running a train at a dangerous rate of speed upon an unfinished, insecure and unsafe bridge, by reason of which the cars left the track and caused the death of such employe: *Ibid*.

Recovery by an employe for injuries due to negligence by co-employe is not limited to cases where the injury was received by movement of cars or engines on the track, nor even to cases where the employe who was injured was engaged in the operative department of the road: *Canon v. Chicago, M. & St. P. R. Co.*, 70 N. W., 755.

Therefore, *held*, that a car inspector whose business was to inspect the cars of a train while standing on the track might recover for injuries caused by the cars being moved while he was discharging his duty, and that his right of recovery was not defeated by the fact that he had consented that some of the cars of the train might be taken out: *Ibid*.

Injury to foreman from negligence of subordinate: The fact that an employe of a railroad company is the foreman of a crew of workmen with power to direct the men under him in their work and to hire and discharge them at will does not prevent his being a co-employe with such workmen, within the meaning of this section, and he may recover for injuries received from the negligence of the men in his employ: *Houser v. Chicago, R. I. & P. R. Co.*, 60-230.

Contributory negligence: This statutory provision does not exonerate the injured party from the necessity of exercising reasonable care. Its purpose is to extend the liability of railroads to injuries to employes for which, at the common law, they were not liable: *Murphy v. Chicago, R. I. & P. R. Co.*, 45-661.

In case of death: Where the injury results in death, the company is liable to the personal representatives of deceased: *Philo v. Illinois Cent. R. Co.*, 33-47.

Constitutionality: This provision is not unconstitutional, as subjecting railroad corporations to penalties and liabilities other than those imposed on other business corporations engaged in a like business; being applicable to all persons or corporations engaged in a peculiar business it is not open to such objection: *McAunich v. Mississippi & M. R. Co.*, 20-338; *Deppe v. Chicago, R. I. & P. R. Co.*, 36-52; *Buckleb v. Central Iowa R. Co.*, 64-603; *Pierce v. Central Iowa R. Co.*, 73-140; *Raben v. Central Iowa R. Co.*, 73-579.

Liability of company for negligence of superior or inferior employe: If the employe of a railroad company is injured while riding on a hand-car, through the negligence of the boss in charge thereof, the company is liable: *Hoben v. Burlington & M. R. R. Co.*, 20-562.

Instructions based upon the hypothesis that a person for whose death damages were sought to be recovered from the company for injuries received while acting in obedience to the directions of an employe having authority to control him, *held* applicable where deceased was a fireman accompanying the engineer and discharging his duty while upon the engine under the control of such engineer: *Cooper v. Central R. of Iowa*, 44-134.

Where an accident by which an employe is injured is caused by the act of an inferior employe acting under the direction of such superior, the latter cannot recover for an injury received: *Dewey v. Chicago & N. W. R. Co.*, 31-373.

Where the foreman of a crew of men employed by the company in the repair of bridges brought action against the company for injury received from negligence of one of the men under his control, *held*, that the fact that he was in charge of the workman did not defeat his right to recover for such negligence under this section, giving a right of action for the negligence of a co-employe: *Houser v. Chicago, R. I. & P. R. Co.*, 60-230.

It may be that a mere foreman, as the word is generally understood, that is, a laborer with power to superintend the labor of those working with him, is a co-employe so far as his own mere labor is concerned, but it is error to exclude from the jury the consideration of the question whether there is negligence of such foreman, acting as a superior: *Baldwin v. St. Louis, K & N. R. Co.*, 68-37.

A person who has charge and full control of a timber-yard of a railroad company is to be regarded as a vice-principal, and one who has the care and management of the business in his absence is a temporary vice-principal, and the rail-

road company is liable for injuries to a subordinate employe caused by the negligence of either of these persons: *Baldwin v. St. Louis, K. & N. W. R. Co.*, 75-297.

And notice to the person temporarily in charge of the yard of the defective piling of the timber which caused the injury would be notice to the company, regardless of the fact as to whether or not such person in charge of the business was charged with any duty in regard to piling the timber: *Ibid.*

Release of claim: A written release of all claim for damages resulting from an injury, executed for a consideration will be binding on the person injured in the absence of fraud, even though it is not read over by him before signing it: *Gulliver v. Chicago, R. I. & P. R. Co.*, 59-416.

Contract: A written contract between a company and an employe by which he agrees to hold the company harmless for injuries received in doing certain acts which he is advised are dangerous is admissible for the purpose of showing the existence of the rule on the subject, and notice of it to the employe and also notice to the employe of such danger: *Sedgwick v. Illinois Cent. R. Co.*, 73-158.

A contract between the employe and the company by which a privilege which the employe has of enjoying, on payment of dues, participation in a benefit fund conditioned on his not prosecuting an action against the company for injuries received in its employ, is not a contract which is invalid under this section. Such contract does not limit the right of action against the company, but relates only to the participation in the benefit fund: *Donald v. Chicago, B. & Q. R. Co.*, 61 N. W., 971.

The condition on which the benefit of the fund is to be enjoyed operates against the legal representatives of one whose death is caused by injuries as well as against the beneficiary himself: *Ibid.*

SEC. 2072. Signals at road crossings. A bell and a steam whistle shall be placed on each locomotive engine operated on any railway, which whistle shall be twice sharply sounded at least sixty rods before a road crossing is reached, and after the sounding of the whistle the bell shall be rung continuously until the crossing is passed; but at street crossings within the limits of cities or towns the sounding of the whistle may be omitted, unless required by ordinance or resolution of the council thereof; and the company shall be liable for all damages which shall be sustained by any person by reason of such neglect. Any officer or employe of any railway company violating any of the provisions of this section shall be punished by fine not exceeding one hundred dollars for each offense. [20 G. A., ch. 104.]

This section imposes a duty, the omission of which is negligence; but before the person injured by it can recover, he must show that his negligence did not contribute to the injury: *Sala v. Chicago, R. I. & P. R. Co.*, 85-678.

Where there is failure to ring the bell upon approaching a crossing and an injury results, such failure will be negligence for which defendant will be liable unless exonerated by some negligence of plaintiff: *Reed v. Chicago, St. P., M. & O. R. Co.*, 74-189; *Case v. Chicago, M. & St. P. R. Co.*, 69 N. W., 538.

The whistle should be sounded and the bell rung as a warning before reaching the crossing and a danger signal after the danger to a person attempting to cross is discovered is not sufficient: *Hughes v. Chicago, St. P. & K. C. R. Co.*, 88-404.

The ringing should be continued from the time of reaching the sixty-rod limit until the crossing is reached: *Lapsley v. Union Pacific R. Co.*, 50 Fed., 172.

A party about to cross the railroad track has the right to proceed upon the assumption that the signals for the highway crossing will be given: *Harper v. Barnard*, 68 N. W., 599.

The signal is not only for the benefit of persons who are on or about to cross the track, but for those who are lawfully using teams near the track: *Lonergan v. Illinois Cent. R. Co.*, 87-755; *Ward v. Chicago, B. & Q. R. Co.*, 65 N. W., 999.

If a traveler about to cross the track, who has looked and listened within a reasonable distance from the crossing without seeing or hearing an approaching train is run upon and injured by reason of negligence to blow the statutory whistle, the company is liable: *Winey v. Chicago, M. & St. P. R. Co.*, 92-622.

SEC. 2073. Stopping at railway crossings. All trains run upon any railroad in this state which intersects or crosses any other railroad upon the same level shall be brought to a full stop at a distance of not less than two hundred nor more than eight hundred feet from the point of intersection or crossing, before such intersection or crossing is passed, except as otherwise provided in this chapter. Any engineer violating the provisions of this section shall forfeit one hundred dollars for each offense, to be recovered in an action in the name of the state for the benefit of the school fund, and the corporation on whose road such offense is committed shall forfeit the sum of two hundred dollars for each offense, to be recovered in like manner. [20 G. A., ch. 163.]

SEC. 2074. Contract or rule limiting liability. No contract, receipt, rule or regulation shall exempt any railway corporation engaged in transporting persons or property from the liability of a common carrier, or carrier of passengers, which would exist had no contract, receipt, rule or regulation been made or entered into. [C. '73, § 1308.]

A contract such as is prohibited by this section is void whether it is with or without consideration: *Brush v. Sabula, A. & D. R. Co.*, 43-554.

A contract limiting the amount of recovery for loss of baggage is invalid: *Davis v. Chicago, R. I. & P. R. Co.*, 83-744.

Where a bill of lading was executed in Dakota, valid according to the laws of Dakota, for the transportation of goods from that state into Iowa, held, that stipulations therein relating to liability for loss of the goods would be recognized in an Iowa court with reference to the loss occurring in Iowa, although contrary to the Iowa statute: *Hazel v. Chicago, M. & St. P. R. Co.*, 82-477.

Whether this section would be applicable to a contract made in Iowa but to be wholly performed in another state, *quære*; but it was held applicable to a contract to transport cattle from Clinton to Chicago, on the ground that it was to be partly performed in Iowa: *McDaniel v. Chicago & N. W. R. Co.*, 24-412.

This section is not invalid as to a contract made within the state although such contract relates to transportation of a person to a point without the state: *Solan v. Chicago, M. & St. P. R. Co.*, 63 N. W., 692.

A company is not prohibited from providing by contract that it shall not be liable beyond the terminus of its road: *Mulligan v. Illinois Cent. R. Co.*, 36-181, 187.

The common law liability of a common carrier attaches to a carrier of live stock, so far as the rule is not inapplicable by reason of the peculiar character of the property. Responsibility for the carriage of stock cannot therefore be restricted by contract: *McCoy v. Keokuk & D. M. R. Co.*, 44-424.

A rule or custom limiting liability for injury to all stock, including such as is of especial value as being blooded, to the value of common stock, is void: *McCune v. Burlington, C. R. & N. R. Co.*, 52-600.

This section does not render the carrier liable for loss occurring by the act of the owner: *Hart v. Chicago and N. W. R. Co.*, 69-485.

Whether a carrier, in the absence of any statute restricting his powers, can, by rule, regulation or contract, limit the amount for which he will be liable in case of loss of the property, *quære*. But the statutory provision prohibits the making of such contract: *Ibid.*

This statutory provision is applicable to contracts for transportation from a point within to a point without the state, and is not unconstitutional in that respect: *Ibid.*

This section has no application to the case where the railroad company grants to a person a license to erect a building on its right of way for business purposes with the stipulation that it shall not be liable for injury to such building by fire caused by negligence in its employees in the operation of its road: *Griswold v. Illinois Central R. Co.*, 90-265.

SEC. 2075. Lien of judgment. A judgment against any railway corporation, or any street railway corporation or copartnership, for an injury to any person or property shall be a lien within the county where recovered on the property of such corporation, and such lien shall be prior and superior to the lien of any mortgage or trust deed executed since the fourth day of July, 1862, and prior and superior to the lien of any street railway mortgage or trust deed executed after the adoption of this code. [C. '73, § 1309.]

Where action is brought for recovering from the company damages for breach of a contract under which the right of way was conveyed to it, the judgment may be made a lien on the portion of the line conveyed: *Varner v. St. Louis & C. R. Co.*, 55-677.

A judgment for damages for breach of contract by a railway company for failure to fence its right of way and construct cattle guards becomes a lien on the property of the company, but the party is not entitled to such lien for damages caused by negligent construction of the road causing an overflow of his land, nor for trespass in going upon his land outside the right of way: *Hull v. Chicago, B. & P. R. Co.*, 65-713.

A right of action, or an action pending for such injury, is not a lien, and a purchaser of the road before the rendition of judgment takes it free from the lien of such judgment when rendered: *Burlington, C. R. & N. R. Co. v. Verry*, 48-458; *White v. Keokuk & D. M. R. Co.*, 52-97.

This section is not applicable to street railways: *Manhattan Trust Co. v. Sioux City Cable R. Co.*, 68 Fed., 82.

A company buying in a railroad at foreclosure sale, does not take it subject to any obligation to pay debts of the former company not reduced to judgment, nor in any way preserved at the time the deed is made, nor does the receipt from the receiver of the former company of the balance of the proceeds of the management of the property under the receivership, render the new company liable for such claim although reduced to judgment against the receiver before the payment by him of the balance of the funds in his hands: *Brockert v. Iowa Central R. Co.*, 61 N. W., 405.

On foreclosure of the mortgage the new company became entitled to the funds in the receiver's hands as a portion of the property: *Ibid.*

This section is not unconstitutional: *Central Trust Co. v. Sloan*, 65-655.

SEC. 2076. Rates of fare and freight. All railway corporations doing business in this state, their trustees, receivers or lessees shall be limited in their maximum charges to the rates of compensation for the transportation of passengers and freight herein prescribed. All railroads in the state shall be classified according to the gross amount of their several annual earnings within the state, per mile, for the preceding year, as follows: Class "A" shall include those whose gross annual earnings per mile shall be four thousand dollars or more; class "B" shall include those whose gross annual earnings per mile shall be three thousand dollars or any sum in excess thereof less than four thousand dollars; class "C" shall include those whose gross annual earnings per mile shall be less than three thousand dollars. [15 G. A., ch. 68, § 1; C. '73, § 1305.]

The state cannot by statute regulate rates of transportation under one entire contract from a point within to a point without the state. Such regulation would be an interference with the power of the federal government to regulate interstate commerce: *Carton v. Illinois Cent. R. Co*, 59-148; *Kesier v. Illinois Cent. R. Co.*, 5 McCrary, 496.

Where the railway obligates itself to carry to another point within the state and deliver to a connecting carrier, its contract is not one for transportation to a point beyond the state: *Heiserman v. Burlington, C. R. & N. R. Co.*, 63-732.

The regulation by a board of railroad commissioners that rates of transportation from a point without to a point within the state shall conform to like distances within the state is unconstitutional and interferes with interstate commerce: *State v. Chicago & N. W. R. Co*, 70-162.

Where a contract for transportation by a carrier provided for transportation of the goods from one point within the state to another point also within the state, and the rates of transportation were in excess of those fixed by statute, *held*, that the excess of charges paid might be recovered back, although it was shown that the intention was that the property should be delivered by the carrier receiving it to a connecting carrier and continuously transported to a point without the state, although the charge for the entire transportation would have been a reasonable one: *Heiserman v. Burlington, C. R. & N. R. Co.*, 63-732.

Where the statute defines the charges which can lawfully be made by a railway company, charges in excess of those prescribed are unlawful and may be recovered back in an action for the excess. The amount fixed by statute will be conclusively presumed to be the limit of reasonable compensation: *Ibid*.

The enactment of a statute imposing penalties for excessive charges recoverable by the party injured, and providing a punishment against the agent of a carrier for exacting and collecting excessive charges, does not take away the right existing at common law to recover money paid in excess of a reasonable charge: *Ibid*.

In such case an action will not be barred in two years under the provision relating to suits to recover a statute penalty, but will stand on the same footing as any action on implied contract: *Ibid*.

In an action to recover excessive charges paid, the plaintiff need not show objection or protest prior to or at the time of making payment which is in excess of a reasonable compensation: *Ibid*.

Under a statute imposing upon any railway company charging excessive rates a forfeiture to be recovered by the person injured, and providing that any agent or officer of such corporation violating or being a party to the violation of any of the provisions of the act should be guilty of a misdemeanor and punished accordingly, *held*, that where an agent was himself a shipper and accounted and turned over to the company charges for shipments made by him at illegal rates, he and the company were *in pari delicto* as to such charges, and that he could not recover the same in an action against the company: *Steever v. Illinois Cent. R. Co*, 62-371.

Such regulations, *held* not an impairment of the charter of a railroad granted before its enactment, for the reason that as the charter of the company did not establish the maximum charges, it was competent for the legislature to do so afterward. Nor is such legislation unconstitutional by reason of not being of uniform operation: *Chicago, B. & Q. R. Co. v. Iowa*, 94 U. S., 155.

SEC. 2077. Maximum rates of fare. All railroad corporations according to their classifications as herein prescribed shall be limited to compensation per mile for the transportation of any person with ordinary baggage not exceeding one hundred pounds in weight, as follows: Class "A" three cents; class "B" three and one-half cents; class "C" four cents, and for children twelve years of age or under, one-half the rate above prescribed. A charge of ten cents may be added to the fare of any passenger when the same is paid upon the cars, if a ticket might have been procured within a reasonable time before the departure of the train. [15 G. A., ch. 68, § 2]

The regulation that a passenger shall pay full rate upon failure to procure and present a ticket which he might have purchased from the agent at a reduced rate is not unreasonable: *State v. Chovin*, 7-204.

The carrier may make a regulation requiring passengers to procure a ticket before taking passage in a caboose car attached to a freight train, and may eject from the car, in a proper place and manner, any person failing to comply with such regulation: *Law v. Illinois Cent. R. Co.*, 32-534.

A railroad company is allowed to collect an additional sum over the regular rate of fare from passengers who fail to purchase tickets, and the reasonableness of such regulation is not a question for the jury: *Hoffbauer v. Davenport & N. W. R. Co.*, 52-342.

In an action to recover for being ejected from a train for want of a ticket, where the plaintiff claimed that he was not able to procure such ticket on account of the failure of the company to have its ticket office open before the starting of the train, *held*, that it was proper to allow defendant to introduce evidence of the character of the station and whether the facilities extended to the traveling public to purchase tickets were such as required for the convenience of the public. While it is required that the office should be open for business a sufficient time before the departure of the train, in order to enable the passengers to procure their tickets, receive and count their change, if any, and prepare to board the train, without unnecessary interference with each other, yet it is not required that the office shall remain open up to the instant the train moves off. Unfitness of the station cannot be relied on as an excuse for not procuring a ticket, that reason not having been alleged to the conductor: *Everett v. Chicago, R. I. & P. R. Co.*, 69-15.

The failure of the company to sell a ticket to a passenger before entering the cars cannot be made a ground for recovery of damages where the passenger afterward tenders with his fare to the conductor the extra amount required on account of not having a ticket: *Curl v. Chicago, R. I. & P. R. Co.*, 63-4:7.

SEC. 2078. Annual statement. Each railway corporation operating a railroad in the state shall annually, during the month of January, make and return to the governor a statement, verified by its president and superintendent, showing the gross receipts on its entire road within the state for the preceding year ending the thirty-first day of December, and a detailed exhibit of the entire receipts for transporting freight and passengers, and all other sources of income of the road. A failure to comply with this section shall subject the corporation to a penalty of one hundred dollars per day for each and every day after the report is due until it is made, to be recovered in an action in the name of the state for the benefit of the school fund. If the executive council upon examination shall be satisfied of its correctness, it shall be the duty of the council to classify the different railroads as hereinbefore provided, and the governor, when there shall be any change in classification, shall issue a certificate to any corporation or corporations affected by such change, certifying the class to which they are respectively assigned; and any change of rates by any railroad corporation pursuant to any change of classification shall take effect and be in force from and after the fourth day of July following such changes. [Same, § 7.]

As to annual statement for purposes of taxation, see § 1334.

AUTOMATIC COUPLERS AND BRAKES.

SEC. 2079. On new or repaired cars. No corporation, company or person operating any line of railroad within this state, or any car manufacturer or transportation company using or leasing cars therein, shall put in use any new car or any old one that has been to the shop for general repairs to one or both of its draw-bars, that is not equipped with automatic couplers so constructed as to enable any person to couple or uncouple them without going between them. [24 G. A., ch. 23, § 1; 23 G. A., ch. 18, § 1.]

SEC. 2080. On all cars. After January 1, 1898, no corporation, company, or person operating a railroad, or any transportation company using or leasing cars, shall have upon any railroad in this state any car that is not equipped with such safety automatic coupler. [Same, § 2.]

(Section 2080 amended by adding thereto "provided that the board of railroad commissioners shall have power upon a showing which it shall deem reasonable, to extend the time within which any such corporation shall be required to comply with the provisions of this section; but no such extension shall be made beyond January 1, 1900." Laws of 28 G. A., ch. 50, § 1.)

SEC. 2081. Driver brake on engines. No corporation, company, or person operating any line of railroad in the state shall use any locomotive engine upon any railroad or in any railroad yard in the state that is not equipped with a proper and efficient power brake, commonly called a "driver brake." [Same, § 3.]

SEC. 2082. Power brake on cars. No corporation, company or person operating a line of railroad in the state shall run any train of cars that shall not have therein a sufficient number of cars with some kind of efficient automatic or power brake to enable the engineer to control the train without requiring brakemen to go between the ends or on top of the cars to use the hand brake. [Same, § 4.]

SEC. 2083. Penalty. Any corporation, company or person operating a railroad in this state and using a locomotive engine, or running a train of cars, or using any freight, way or other car contrary to the provisions of the four preceding sections, shall be guilty of a misdemeanor, and shall be subject to a fine of not less than five hundred nor more than one thousand dollars for each and every offense; but such penalties shall not apply to companies hauling cars belonging to railroads other than those of this state which are engaged in interstate traffic. Any railway employe who may be injured by the running of such engine, train or car contrary to the provisions of said sections shall not be considered as waiving his right to recover damage by continuing in the employ of the corporation, company or person operating such engine, train or cars. [23 G. A., ch. 18, § 6.]

TAXES IN AID OF RAILROADS.

SEC. 2084. May be voted. Taxes not exceeding five per cent on the assessed value of any township, town or city may be voted to aid any railway company which is or may become incorporated under the laws of the state, to aid in the construction of a projected railroad within the state, as hereinafter provided. [25 G. A., ch. 27; 24 G. A., ch. 18; 20 G. A., ch. 159, § 2.]

Constitutionality: Under the constitution of 1846, *held*, that counties might, by a public vote, be authorized to issue bonds in aid of a railway to be constructed through the county: *Dubuque County v. Dubuque & P. R. Co.*, 4 G. Gr., 1.

Also, *held*, under the provisions of code of '51, that counties had authority by popular vote to issue bonds in subscription for stock of a railway: *Clapp v. Cedar County*, 5-15; *Ring v. Johnson County*, 6-265.

Where such bonds were issued, *held*, that they were valid in the hands of a purchaser, and he need not go behind the records of the county to ascertain whether authority had been properly conferred upon the county officers to issue such bonds: *Clapp v. Cedar County*, 5-15.

Under the cases holding that the county had authority to subscribe for stock in aid of railway corporations, *held*, that irregularities in submitting the proposition to subscribe to such stock to the electors of the county might be cured by a legalizing act of the legislature: *McMillen v. Boyles*, 6-304; *S. C.*, 6-391.

Held, also, that the county might vote taxes in aid of railroads: *Games v. Cobb*, 8-193.

Where a county voted the issuance of bonds in aid of a railroad under the agreement that the county should receive certificates of stock of like amount, *held*, that delivery of such certificates was not a condition precedent to the delivery of the bonds: *State ex rel. v. County Judge*, 9-288.

It was held also that the power to subscribe for stock of a railroad and issue bonds in payment therefor might be conferred upon the county by the legislature, and, if conferred, the bonds issued in pursuance of such authority, or duly legalized if issued originally without authority, would be valid: *Stokes v. Scott County*, 10-166.

But, *held*, that a county had no authority without legislative grant to issue bonds in subscription for stock of a railway company; *Ibid.*

And, *held*, that the cases above cited, upholding the authority of the county to issue bonds or vote a tax in aid of railroads, were erroneously decided, and that such power was not conferred by the provisions of the code of '51: *Ibid.*

Therefore, *held*, that where, in the pursuance of the submission of such a proposition to vote, and the adoption thereof by the voters of the county, bond were being issued which had not yet passed into the hands of purchasers, an injunction should be granted to restrain their issuance: *Ibid.*; *State ex rel. v. Wapello County*, 13-388.

Further, *held*, that the legislature had no constitutional power to authorize the levy of taxes by counties, cities, or townships in aid of railroads: *State ex rel. v. Wapello County*, 13-388; *McMillan v. Boyles*, 14-107; *Smith v. Henry County*, 15-385; *Ten Eyck v. Mayor of Keokuk*, 15-486; *Hanson v. Vernon*, 27-28; *King v. Wilson*, 1 Dillon, 555.

But under a subsequent similar statute, *held*, that such provisions were not unconstitutional, overruling the previous cases: *Stewart v. Board of Supervisors*, 30-9; *McGregor & S. C. R. Co. v. Birdsall*, 30-255; *Bonnielfield v. Bidwell*, 32-419; *Renwick v. Davenport & N. W. R. Co.*, 47-511.

The present statute to the same effect is also upheld: *Snell v. Leonard*, 55-553; *Chicago, M. & St. P. R. Co. v. Shea*, 67-728.

The fact that the company in favor of which the tax is voted is organized as a railroad and telegraph company will not affect its validity: *Snell v. Leonard*, 55-553.

Repeal of statute: Where, prior to the repeal of the act authorizing the levy of taxes in aid of a railroad in pursuance of a popular vote, the company in

favor of which the tax is voted has expended money in constructing its road, relying upon such tax, it has a right notwithstanding the repeal of the statute, to have the tax levied and collected in its favor: *Burges v. Mabin*, 70-633.

Where a tax was voted in December, 1883, and the law under which it was voted was repealed in April following, and after the voting of the tax the company engaged as actively in the preparation for the work of construction as it could well do at that season of the year, and in the opening of the spring prosecuted its work with energy and complied with the contract on its part, *held*, that the expenditures and work on the faith of the tax voted were sufficient to entitle the company to such tax: *Cantillon v. Dubuque & N. W. R. Co.*, 78-48.

The right to the tax and penalties and interest thereon is not taken away by the repeal of the statute under which the tax is voted, but repeal of the statute terminates the right to additional penalties: *Tobin v. Hartshorn*, 69-648.

The statute of limitations, as against an action to enforce a tax voted under a statute afterward repealed, *held* to commence to run only in accordance with the provisions of new statute: *Harwood v. Brownell*, 48-657.

Where a railroad was constructed by another corporation than that in whose behalf the tax was voted, and it did not appear that such construction was made in reliance upon the tax voted, or that the right to the tax was transferred to the other contracting road, *held*, that such tax could not be levied or collected after repeal of statute under which it was voted: *Barthel v. Meader*, 72-125.

Cities under special charter may vote a tax as here provided: *Bartmeyer v. Rohlf*, 71-582.

As to taxation of railroads, see §§ 1334-1341.

SEC. 2085. Petition—notice—submission—certificate—levy—collection. When a petition is presented to the trustees of any township or the council of any town or city, signed by a majority of the resident freehold taxpayers of such township, town or city, asking that the question of aiding any railroad company incorporated under the laws of the state in the construction of a projected railroad within it be submitted to the voters thereof, it shall be the duty of the trustees or council, as the case may be, immediately to give notice of a special election, by publication in some newspaper printed in said township, town or city, if any there be, and, if not, then in some newspaper published in the county, and also by posting copies of said notice in five public places in such township, town or city at least ten days before such election, which shall state the time and place of holding the same, the name of the company, and the line of the road proposed to be aided, the rate per cent of the tax to be levied, whether one-half thereof shall be collected the first year and one-half the following year, or whether the whole is to be collected in one year, the amount of work required to be done and when and where the same shall be done, to what point said railroad shall be fully completed, and any other conditions which shall be performed before such tax or any part thereof shall become due; and in no case shall such tax become due until such railroad is fully completed according to the conditions in said notice. The trustees or council, as the case may be, shall cause to be prepared the form of the proposition to be submitted. The proposition shall be printed and placed upon the ballots and the election shall be conducted in the same manner as provided with respect to like or similar propositions in the chapter on elections; and if a majority of the votes polled be for the adoption of the proposition, then the clerk of the township, city or town, or the clerk of election, shall

forthwith certify to the county auditor the result thereof, the rate per cent of tax voted, the year or years during which the same is to be collected, the name of the company to which voted, and the time, terms and conditions upon which the same, when collected, is to be paid under the conditions and stipulations in said notice, together with an exact copy of the notice under which the election was held, which the county auditor shall at once cause to be recorded in the office of the recorder of deeds; the expense thereof, and of publishing the notice, and all the expenses of the election, shall be paid by the railway company to which it is proposed to vote the tax. When such certificate has been made and recorded, the board of supervisors of the county shall, at the time of levying the ordinary tax next following, levy such taxes as are voted under the provisions hereof, as shown by said certificate, and cause the same to be placed on the tax lists of the proper township, town or city, indicating in their order thereupon when and in what proportion the same are to be collected, and upon what conditions the same are to be paid to the railway company, a certified copy of which order shall accompany the tax lists. The taxes shall be collected at the time or times specified in the order, and in the same manner, and subject to the same laws after they are collectible, as other taxes, or as may be stated in the petition and notices for the election, except as otherwise provided. [20 G. A., ch. 159, § 3.]

Petition for tax: A resident taxpayer of the township may sign the petition for an election by the township to vote a tax in aid of a railroad, although he is also a resident and a voter of an incorporated town or city within the limits of such township: *Ryan v. Varga*, 37-78.

Under a previous statute, *held*, that one-third of the taxpayers and not one-third of the resident taxpayers must sign the petition: *Zorger v. Township of Rapids*, 36-175.

Action of trustees: The action of the township trustees in calling an election in pursuance of the petition, *held* to be of a judicial or quasi-judicial character, so that the question whether such action was illegal or without jurisdiction must be determined on *certiorari*: *Jordan v. Hayne*, 36-9.

The trustees may decide this question upon their own knowledge: *Ibid*.

Where a proper petition was presented and acted upon at a called meeting of the trustees of which one member had no notice on account of being out of the township, *held*, that the action of the majority was valid: *Young v. Webster City & S. W. R. Co.*, 75-140.

Although the petition is not signed by the requisite number of taxpayers, if the trustees have decided it to be sufficient and ordered an election, and the tax has been voted and levied, the validity of the tax cannot be assailed for such defect in the petition. The defect can only be taken advantage of in some method provided for direct review: *Ryan v. Varga*, 37-78; *West v. Whitaker*, 37-598.

But where the finding of the trustees was that the petition was signed by one-half of the resident freehold taxpayers, when the statute required that it be signed by a majority, *held*, that although they ordered an election, subsequent proceedings were void: *Slack v. Blackburn*, 64-373.

Township embracing incorporated town: If the township embraces an incorporated town, and it is proposed that a township shall aid in the construction of the road, the voters in the corporation are entitled to vote at such election: *Chicago, M. & St. P. R. Co. v. Shea*, 67-728.

Notice: The statute provides that the notice shall specify to what point the road shall be fully completed before the tax can be collected, and if the notice does not so specify the election will be void: *Allard v. Guston*, 70-731.

The statute prescribes no time during which the publication shall be made; it is to be done immediately, but the time will depend upon the day of the issue of the paper. The statute does not require the newspaper publication to be made ten days before the election: *Johnson v. Kessler*, 76-411.

Where the notice specified that the road should be built between a certain city and a point on another road so as to make a continuous line of railroad from said city to certain coal mines of the latter road, *held*, that the construction of a road from the city to the junction with the other road was all that was required: *Young v. Webster City & S. W. R. Co.*, 75-140.

Where the notice does not state to what point the road is to be fully completed before the tax shall become due and payable, it is not sufficient: *Kleise v. Galusha*, 78-310.

Ballots: Where the ballots upon the question of voting a tax in aid of a railroad were "taxation" and "no taxation," *held*, that the form of ballots was sufficient: *West v. Whitaker*, 37-598.

In a particular case, *held*, that the ballots were sufficient although they contained matter not necessary: *Cattell v. Lowry*, 45-478.

Undue influence at election: Where it appeared that an agent authorized by the company for whom the tax was being voted to represent it in procuring the voting of the tax for a compensation agreed upon made promise to voters that all resident taxpayers who voted for the tax would receive fifty cents on the dollar on their certificates when issued, and thereby induced some of the voters to change their minds as to the vote which they would cast with reference to such tax, *held*, that the tax was thereby rendered illegal: *Chicago, M. & St. P. R. Co. v. Shea*, 67-728.

Where the submission of the proposition and its adoption are procured by false statements and fraudulent representations of the company and its agents the tax cannot be enforced: *Sinnett v. Moles*, 38-25.

Expenses of election in townships for the purpose of voting aid to railroads are not chargeable to the county: *McBride v. Hardin County*, 58-219.

Certificate as to result of election: The certificates of the clerk of election required by the statute in order to authorize the board of supervisors to levy a tax should set out the conditions under which the tax was voted, and it is not sufficient to attach and refer to the notice of the election in which such conditions are stated: *Minnesota & I. S. R. Co. v. Etams*, 53-501.

Where the township clerk filed with the county auditor such records of proceedings as showed what was required to be certified by such clerk, *held*, that the certificate was sufficient to support the tax, although not contained in one paper; a substantial compliance with the law being deemed sufficient: *Shontz v. Evans*, 40-139.

Where there is a certificate which is defective, and the board of supervisors has determined that the certificate sufficiently complies with the law, the correctness of such decision cannot be collaterally attacked by an action to enjoin the collection of the tax: *Chicago, M. & St. P. R. Co. v. Shea*, 67-728.

Where by mistake of the clerk the certificate has been improperly issued the collection of the tax may be restrained by injunction: *Cattell v. Lowry*, 45-478.

Levy: Where certain taxes were properly voted and certified, and the board of supervisors levied "all * * * railroad taxes that have been certified according to law," and the railroad tax in question was accordingly placed upon the tax list, *held*, that the levy was sufficient: *Casady v. Lowry*, 49-523.

The levy of a railroad aid tax *held* sufficient in a particular case, it being mentioned in the resolution enumerating the different taxes as "railroad tax," and being made certain as to amount by reference to the proper records of proceedings of the township for voting such tax: *Shontz v. Evans*, 40-139.

Where a committee of the board of supervisors recommended in a report that certain taxes be levied, which included the tax in question, and it appeared from the record that the report was adopted, the names of those voting in favor thereof being given, *held*, that the levy was sufficient: *West v. Whitaker*, 37-598.

A levy of taxes in different townships is to be considered as distinct, even though such separate levies are made by one resolution: *Woodworth v. Gibbs*, 61-398.

The action of the board in making the levy is not judicial but purely ministerial; their action in so doing may be questioned in a collateral proceeding, and

held void for want of power to do it at the time it was done: *Scott v. Union County*, 63-583.

Authority to vote and levy the tax rests upon a substantial compliance with the requirements of the statute in the performance of the conditions upon which the authority is granted: *Allard v. Guston*, 70-731.

Under 12 G. A., ch. 48, *held*, that no levy by the board of a tax properly voted by a township was necessary, and that therefore such levy could not be compelled by *mandamus*: *Chicago, D. & M. R. Co. v. Olmstead*, 46-316.

Where a tax in aid of a railway was voted in March, *held*, that the levy was properly made upon the assessment of the same year, although the books were not returned until after that date: *Parsons v. Childs*, 36-108.

Without fixing any definite rule for all cases the court *held* (by a majority opinion) that where a tax was voted in December, 1883, it was properly levied on the assessment of that year: *Cantillon v. Dubuque & N. W. R. Co.*, 78-48.

As to levy, see *Bartemeyer v. Rohlf*, 71-582.

Entry of tax on tax list, *held* not necessary under 12 G. A., ch. 48: *Harwood v. Brownell*, 48-657.

Validity: Where the validity of such a tax has been adjudicated in an action against the treasurer and the board of supervisors by parties claiming the tax, it cannot, in the absence of collusion or fraud, be again called in question in an action by a taxpayer against the treasurer to enjoin its collection; *Lyman v. Faris*, 53-498.

Collection of tax: Although it may be the duty of the treasurer to proceed to collect the tax when due, he could not, under previous statutes, be compelled by the company to do so until it had showed itself entitled thereto: *Harwood v. Case*, 37-692.

Under a subsequent statute the tax did not become delinquent until the company was entitled to the tax and the whole amount thereof, and as to taxes levied before the passage of such act, *held*, though retrospective, it was not invalid: *Ibid*.

Where it appears that the company was entitled to only a part of the tax, and such part was not claimed merely as an installment, *held*, that the part claimed would not be regarded as an installment, but in satisfaction of the whole tax, and as such might be collected: *Casady v. Lowry*, 49-523.

The county has no interest in the tax collected, and if it is to be refunded it should be refunded by the treasurer without any warrant or order of the board of supervisors. In the case of misappropriation by the treasurer the loss would not fall upon the county: *Barnes v. Marshall County*, 56-20.

A claim for the refunding of a portion of the tax is against the fund and not against the county: *Ibid*.

The county cannot be made liable for any part of a railroad tax paid into the county treasury. Where a railroad tax illegally collected remains in the treasury the proper officer may be compelled to refund the same by an action against him, but an action for the amount cannot be maintained against the county: *Eyerly v. Jasper County*, 72-149.

Where such taxes do not remain in the hands of the treasurer as a distinct fund, but have been placed in the general fund and expended in paying ordinary indebtedness of the county, judgment may be rendered against the county therefor: *Merrill v. Marshall County*, 74-24.

In an action of *mandamus* to compel a county treasurer to pay over to plaintiff certain taxes collected for its use by his predecessor in office, and transferred by such predecessor to the county fund by order of the board of supervisors, *held*, that the transfer to the county fund was such an appropriation of the money as to release defendant from all liability to plaintiff on account of it: *Minneapolis & St. L. R. Co. v. Becket*, 75-183.

As to the effect of alienation of the road upon the right to a tax, see notes to § 2088.

Conditions and stipulations: No contract, stipulation or reservation could, under the previous act, be set up to defeat the tax unless it was in writing: *Muscatine Western R. Co. v. Horton*, 38-33; *Harwood v. Quinby*, 44-385.

The omission to state in the levy the condition upon which it is to be paid to the company will not render the levy invalid when the condition was complied with before the levy: *Burges v. Mabin*, 70-633.

Where a condition on which the taxes in aid of a railroad was that "the road should be built and in operation" by the time fixed, *held*, that such condition was sufficiently complied with if the trains were running by the time specified, although it was necessary in order to the completion of the road that it be ballasted and additional ties put in: *Muscatine Western R. Co. v. Horton*, 38-33.

Where the road is completed in accordance with the conditions of a written contract between the company and the township voting the tax, a failure of the company to comply with the just expectations of the voters which have not been embodied in such contract will not forfeit the tax: *Ibid*.

Where one of the conditions on which a tax was voted was that the road should be constructed and operated, and a depot located within a town named, on or before a certain day, and by that date the depot was partially erected and a track was laid for the distance of a mile from such depot, and the road was operated, although not in a first-class manner, the track not being ballasted, *held*, that there was a sufficient compliance with the conditions of the tax to entitle the railway to the same: *Chicago, M. & St. P. R. Co. v. Shea*, 67-728.

In a particular case, *held*, that the construction of the road was not such as to constitute a compliance with the conditions on which the aid tax had been voted: *Cox v. Forest City & S. R. Co.*, 66-289.

Where a tax was voted to be expended in three townships mentioned, *held*, that it appearing that more than the amount of tax voted had been expended in the township in question, the company was entitled to the tax in that township although nothing had been expended in the other two townships: *Merrill v. Welsher*, 50-61.

Also, *held*, that the fact that the line of the road was changed so that that it did not pass through one of the townships specified would not prevent the collection of the tax in the township through which it did pass: *Ibid*.

Also, *held*, under a special statute that a mere suspension of work and failure to build the road for the period of four years mentioned in such statute was not the non-fulfillment of a special contract or agreement as therein specified, and did not amount to a forfeiture of the tax: *Ibid*.

Where the articles of incorporation of the company declared its purpose to be to construct a railroad by the way of Newton, in Newton township, and the petition and notice for the voting of a tax in that township specified that it was for the purpose of aiding in the construction of the road to be expended in Newton and another township named, *held* that without the construction of the line to Newton the tax in Newton township could not be enforced, although double the amount of such tax had been expended in the other township: *Lamb v. Anderson*, 54-190.

Where the articles of a corporation in whose favor a tax was voted specified its objects to be to construct, operate and maintain a railroad from Dubuque in a westerly and northwesterly direction through Iowa, Minnesota and Dakota to a junction with the Northern Pacific, and the road was accordingly constructed, extending from Dubuque to St. Paul, the reaching of the point specified not being a condition of the payment of the tax, *held*, that there was not such failure to comply with conditions as to work a forfeiture: *Cantillon v. Dubuque & N. W. R. Co.*, 78-48.

It is a sufficient designation of the terminal point of a proposed line to state that it is to run in a certain direction to the connection with another line. It is sufficient completion of the line that the track is laid and cars run thereon: *Yarish v. Cedar Rapids, I. F. & N. W. R. Co.*, 72-556.

Where a paper was signed by the president of the company, bearing the seal of the corporation, and was circulated among the electors on the day of election, containing certain stipulations in regard to the construction of the road for which the tax was being voted, *held*, that the provisions of such paper became binding upon the company: *Meeker v. Ashley*, 56-188.

Where the president of the company made statements at a public meeting called to discuss the voting of a tax in aid of a railway, which tended to induce taxpayers to believe that the road, if built, would be located upon a line already surveyed and known to them, and afterwards the road was built upon a different line, less advantageous to the taxpayers, *held*, that the collection of the tax could be enjoined: *Curry v. Supervisors*, 61-71.

A taxpayer cannot restrain the collection of taxes voted in aid of the construction of the road on the ground that the company has not complied with the conditions of the notice, and completed the road within the time prescribed: *Johnson v. Kessler*, 76-411.

When a railroad company expends large sums of money in the construction of its road, taxpayers, before the completion of the road, having made no objection, are estopped to deny the validity of the tax: *Ibid.*

As to notice, see *Bartemeyer v. Rohlf*, 71-582.

Narrow gauge: Where a tax was voted in aid of a railroad between certain termini and a narrow gauge road was constructed, held, that that fact would not defeat the company's right to the tax, it not having been specified in the notice of election what the gauge of the road should be, and it appearing that the road as constructed answered the purpose of the taxpayers: *Meader v. Lowry*, 45-684.

And in such case, held, that the township trustees were not guilty of any fraud in certifying the construction of the road as contemplated in the notice submitting the question of levying the tax: *Ibid.*

The construction of a narrow gauge road having sufficient capacity for all the business to be done, and capable of doing it as economically as a road of any other gauge, is a sufficient compliance with the provisions for the voting of the tax, where no stipulation as to the gauge is made, to entitle the company to the tax voted: *Casady v. Lowry*, 49-523.

Estoppel: Where conditions and representations have not been complied with, the taxpayer will not be estopped from enjoining the collection of the tax by the fact that the road has been built, where it appears that notice was given to the company before the construction of the road upon the new line that the tax would be contested on the ground of fraud and false representations: *Curry v. Supervisors*, 61-71.

Where it is not shown that the party objecting to the validity of a railroad aid tax had any knowledge thereof at the time it was expended, he will not be estopped from questioning its validity afterwards: *Truesdell v. Green*, 57-215.

Purchase or leasing of another road: The leasing or purchase and operation of a line of road as a part or whole of the line for the construction of which the tax is voted will not constitute a compliance with the agreement to construct such road: *Lamb v. Anderson*, 54-190; *Meeker v. Ashley*, 56-188; *Iowa, M. & N. P. R. Co. v. Schenck*, 56-628; *Lawrence v. Smith*, 57-701.

Alienation: Where the company to which a tax has been voted has, upon the faith of the tax, constructed the road and put it in operation, such company becomes entitled to the tax, and this right is not forfeited by a subsequent alienation of the road to another company: *Parsons v. Childs*, 36-108.

The fact that a road in aid of which taxes are voted is sold at or before the time of its completion to another company will not defeat the right of the company in whose favor the tax is voted to receive the same: *Muscatine Western R. Co. v. Horton*, 38-33.

The alienation of the road before the payment of the tax, so that shares of stock in the road for which the tax was voted can no longer be issued to those holding certificates for the payment of such taxes as provided by statute, is a ground for setting such tax aside and releasing the taxpayer from his burden: *Manning v. Mathews*, 66-675; *Blunt v. Carpenter*, 68-265.

The right of the taxpayer to receive such certificates of stock in exchange for his receipts for taxes paid cannot be set aside by agreement or waiver: *Blunt v. Carpenter*, 68-265.

But a consolidation under terms securing to the taxpayer equivalent stock in the consolidated company will not avoid the tax (see § 2065): *Cantillon v. Dubuque & N. W. R. Co.*, 78-48.

But the lease of the road in favor of which the tax is voted in perpetuity to another road, by which the latter agrees to operate the line and pay the lessor company a per cent of the gross earnings, it not appearing that the contract of lease is inequitable or not beneficial to the company constructing the road, will not deprive the company of the right to the tax: *Chicago, M. & St. P. R. Co. v. Shea*, 67-728.

The county having collected a railroad aid tax cannot resist payment of it to the company on the ground that the company has sold and conveyed its property

and franchisees. Such a defense can only be interposed by the taxpayer: *Merrill v. Marshall County*, 74-24.

Change of line: The fact that, after a tax in aid of a railroad is voted, the location of the line in a part of its course is changed, which change, however, is not in conflict with any of the conditions upon which the tax is voted, will not affect its validity: *Shontz v. Evans*, 40-139.

A private individual cannot, on account of private injuries to him alone, maintain an action of *mandamus* to compel a railway company which has received the benefit of taxes voted by the public to operate its line as it was originally located: *Crane v. Chicago & N. W. R. Co.*, 74-330.

SEC. 2086. Notice—conditions—limit of tax. The stipulations and conditions in the notices prescribed in this chapter must conform to those set forth in the petition asking for the election; and the aggregate amount of tax voted in any city, town or township shall not exceed five per cent of the assessed value of the property therein, respectively. [25 G. A., ch. 27; 24 G. A., ch. 18; 20 G. A., ch. 159, § 4.]

Under the statutory provision that a township, town or city, having voted a tax to the amount of five per centum upon its taxable property in aid of railroads, cannot impose another tax upon property for that purpose, *held*, that the power conferred to levy such taxes ceases upon a levy of taxes to that amount, but that taxes duly levied which have been abandoned or become uncollectible, cannot be taken into account: *Dumphy v. Supervisors of Humboldt County*, 58-273.

An increase in value of taxable property after levy of the five per centum of taxes does not confer the power to make an additional levy: *Ibid*.

Taxes levied under a prior act providing for such taxation, although such act contained the same limitation as the present act, cannot be taken into account in determining whether the limit fixed in the present act has been exceeded: *Scott v. Union County*, 63-583.

Where, at the time of voting the tax under one act, a prior tax of five per cent stood uncanceled, but before the levy of the tax thus voted the prior tax was canceled, *held*, that the second tax was valid. The statute should be construed as if it provided that the aggregate amount of tax to be voted and levied shall not exceed five per cent: *Williams v. Poor*, 65-410.

Penalties accruing on a railroad aid tax are not to be taken into account in determining whether the amount of the tax exceeds the limit fixed by statute: *Tobin v. Hartshorn*, 69-648; *Chicago, M. & St. P. R. Co. v. Hartshorn*, 30 Fed., 541.

SEC. 2087. Money paid out—certificate. The moneys collected under the provisions of this chapter shall be paid out by the county treasurer to the treasurer of the railway company for whom the same was voted, upon the orders of the president or managing director thereof, at any time after the trustees of such township or council of such town or city voting the same, or a majority thereof, shall have certified to the county treasurer that the conditions required of the railway company and set forth in the notice for the special election have been complied with, which certificate said township trustees or council of such town or city shall make when conditions have been sufficiently complied with to entitle the railway company thereto, or when the conditions are fully complied with on the part of the railway company; but if the costs and expenses of holding the election and of recording the certificates have not been paid, then the treasurer shall first deduct from the moneys collected the amount thereof, and pay same to the parties entitled thereto. [20 G. A., ch. 159, § 5.]

Fee for collection: The treasurer is not authorized to deduct from the tax collected three per cent for its collection. Section 490 does not authorize such deduction: *Merrill v. Marshall County*, 74-24.

Certificate: The certificate of the township trustees of the compliance of the company with the terms on which the tax is voted need only be properly signed. It need not appear that there is a previous resolution or order authorizing its issuance: *Merrill v. Welscher*, 50-61.

Under a certificate in such case that the company had "so complied with the act as to entitle it to draw the sum of," etc., *held*, that as the company could not have been entitled to draw any sum until it had complied with the act, the certificate was sufficient: *Casady v. Lowry*, 49-523.

The certificate of the trustees is not a judicial act and is not conclusive, its only purpose being to authorize the treasurer to pay over the funds collected. It has nothing to do with the treasurer's right to collect the tax: *Lamb v. Anderson*, 54-190.

The duty of the trustees as to giving a certificate of completion of a road is only to determine whether it is completed, and they should not refuse to give it on the ground of fraud in the election or in the certificate of the engineers: *Harwood v. Quinby*, 44-385.

An action to enforce the duty imposed on the trustees to make such certificate does not become barred as to a tax already voted until three years after the passage of the act limiting the time for making such certificate: *Ibid*.

The fact that the certificate of the trustees is given at a place outside of their township will not render it absolutely void: *Meador v. Lowry*, 45-684.

Also, *held*, that the proper trustees to make the certificate were those of the township which had voted the tax, although afterward portions of the township were organized into or transferred to another township: *Ibid*.

Assignment: The claim for a railroad aid tax is assignable: *Merrill v. Welscher*, 50-61.

The assignment of such a tax does not discharge the assignee of the equities between the company in favor of which the tax was voted and the taxpayers, and in a suit by a taxpayer to invalidate such a tax because of the non-fulfillment of conditions precedent on the part of the railroad company, the company in whose favor the tax was voted and the assignee of such tax are necessary parties. So, also, the township trustees and the county treasurer are to be made parties defendant: *Sully v. Drennan*, 113 U. S., 287.

Trust fund: Where money is paid in aid of the construction of railroads, such money in the hands of the treasurer is a trust fund, and the taxpayer and the railroad company are beneficiaries: *Eyerly v. Supervisors of Jasper County*, 77-470.

And where an action was commenced to test the legality of a tax as voted in aid of a railroad, *held*, that while such action was pending, the statute of limitations did not commence to run against an action of *mandamus* to compel the supervisors to refund the money: *Ibid*.

A railroad company entitled to the proceeds of a tax paid into the treasury may recover the amount thereof on the bond of the treasurer to whom the money was paid: The company cannot maintain *mandamus* against the successor of such treasurer, who has never received the money collected: *Cedar Rapids, I. F. & N. R. Co. v. Cowan*, 77-535.

SEC. 2088. Certificates of taxes exchangeable for stock or bonds. The county treasurer when required shall, in addition to a tax receipt, issue to each taxpayer, on the payment of any taxes voted under the provisions of this chapter, a certificate showing the amount of tax paid, the name of the railway company entitled thereto, and when the same was paid; and he may charge twenty-five cents for each certificate issued. Said certificates shall be assignable, and, when presented by any person holding the legal title thereto to the president, managing director, treasurer or secretary of the railroad company receiving the taxes paid, as shown by such certificates, in sums of one hundred dollars or more of taxes,

it shall issue or cause to be issued to said person the amount of stock of the company desiring the benefit from said taxes, to the amount of said certificate or certificates, and if the taxes paid as shown by said certificate or certificates amount in the aggregate to more or less than any certain number of shares of stock, then the holder thereof shall be entitled to receive the full number of shares of stock covered by said certificates, and may make up in money the balance of any share when the certificates held by him are not equal to one full share of such stock, which stock for such purpose shall be estimated at par. When it shall be proposed in the petition and notice calling an election to issue first mortgage bonds not exceeding the sum of eight thousand dollars per mile for a railroad of three feet gauge, and not exceeding the sum of eighteen thousand and five hundred dollars per mile for the ordinary four feet eight and one-half inch gauge in lieu of stock, it shall be lawful to issue bonds of the denomination of one hundred dollars, in the same manner as is provided for the issue of stock, and in such case the petition and notice shall state the amount of bonds per mile to be issued, the rate of interest, and the time of payment of the interest and principal thereof. [23 G. A., ch. 19, § 1; 20 G. A., ch. 159, § 6.]

If the company to which a tax has been voted transfers its property and franchises so that the taxpayer cannot secure the stock to which he is entitled, the collection of the tax cannot be enforced. The taxpayer cannot be compelled to take stock in another corporation, even though more valuable: *Manning v. Matthews*, 66-675; *Blunt v. Carpenter*, 68-265.

The taxpayer must be held to a knowledge of the law at the time the tax was voted by which (§ 2068) the company has the right to transfer the road, and therefore the obligation of payment by taxpayers will depend upon the readiness of the purchasing company to deliver the stock, where there is a condition in the contract of transfer by which stock in the consolidated line of equal or greater value than that in the company in whose favor the tax is voted is to be issued: *Cantillon v. Dubuque & N. W. R. Co.*, 78-48.

An action by taxpayers who are entitled to stock for taxes paid to declare stock and bonds issued by the company fraudulent must be brought within five years after knowledge of the issuance of such stock and bonds; and as to the bonds a recording of the mortgage securing them will impart notice of their issuance: *Allen v. Wisconsin, I. & N. R. Co.*, 90-473.

SEC. 2089. Liability of directors. The board of directors of any railway company receiving taxes voted in aid thereof under the provisions of this chapter, or any member thereof, who shall vote to bond, mortgage or in any manner incumber said road to an amount exceeding the sum of eight thousand dollars per mile for a railroad of three feet gauge, or exceeding the sum of eighteen thousand five hundred dollars per mile for the ordinary four feet eight and one-half inch gauge, not including in either case any debt for ordinary operating expenses, shall be liable to the stockholders or either of them for double the amount, estimated at its par value, of the stock by him held, if the same should be rendered of less value or lost thereby. [23 G. A., ch. 19, § 2; 20 G. A., ch. 159, § 7.]

Incumbrances placed on a road prior to the payment of taxes by the taxpayers might be a ground for refusing to pay such taxes, but are not prohibited by this section, which is intended to apply to cases where bonds are issued in excess of

the limits named after the company has received taxes voted in its aid, and in which, therefore, the stockholder has no other remedy: *Walker v. Birchard*, 82-388.

Under particular facts, *held*, that any fraud on the part of the officers of the company in issuing stock or bonds might have been discovered by due diligence of taxpayers who were entitled to stock and that delay in bringing action for the statutory period would bar recovery: *Allen v. Wisconsin, I. & N. R. Co.*, 90-473.

SEC. 2090. Forfeiture of tax. Should the taxes voted in aid of any railroad under the provisions of this chapter remain in the county treasury for more than one year after the same have been collected, the right to them by the railroad company shall be forfeited, and the persons who paid the same entitled to receive back from the county treasurer their *pro rata* shares thereof remaining, and in all cases where any taxes have been voted or levied upon the real or personal property in any township, town or city to aid in the construction of any railroad, and the road in aid of which they were voted or levied has not been built, completed or operated into or through such township, town or city, it shall be the duty of the board of supervisors of the county where said taxes have been voted and levied and still remain on the tax books to give the railway company in aid of which the tax was voted at least thirty days' notice in writing, to be served like original notices, of their intention to cancel such taxes, and thereupon to cause the same to be canceled and stricken from the tax books of the county, which cancellation shall remove all liens created by the levy thereof. In all cases where the railway company to whom taxes have been voted neglects or refuses to receive such taxes, or to require or permit the same to be collected and certificates therefor to be issued, for the period of one year after they became due and collectible, and in all cases where taxes have been voted in aid of any railroad, and the conditions upon which the same were voted have not in fact been complied with, and the time in which said conditions were to be fulfilled has expired, the same shall be forfeited, and the county officers of the county in which they have been levied and entered upon the tax books shall enter cancellation thereof upon the proper records; and in all cases where any taxes to aid in the construction of any railroad may be voted upon the inducement or promise offered on the part of said railroad company, or any duly authorized agent thereof, for any rebates or exemptions from the said tax or any part thereof, or any agreed price to be paid for the stock that may be issued in lieu of said tax, or a division of said tax, or any portion or percentage thereof, with any of the voters or taxpayers as an inducement to procure said tax to be voted, all taxes so procured to be voted shall be void. [20 G. A., ch. 159, § 8.]

The fact that a portion of the tax voted in aid of the railroad has been paid, and, after having lain in the treasury two years uncalled for, has been refunded to the taxpayer as provided by statute, does not operate as a forfeiture of taxes not so paid: *Merrill v. Welsher*, 50-61.

Where the road has been completed and there has been a continuing demand of taxes received by the treasurer, the right to recover taxes received will not be defeated by the fact that they have remained in the treasury more than two years. The provision was intended to secure the speedy and prompt building of the road: *Merrill v. Marshall County*, 74-24.

Under a former statute, *held*, that the county had no interest in the tax collected; that it was to be paid to the county treasurer, and in proper case should be refunded by him without any warrant or order of the board of supervisors; that in case of misappropriation by the county treasurer the loss would not fall upon the county, and that the claim of plaintiff for the refunding of his proportion of the tax forfeited was strictly against the fund, and not against the county: *Barnes v. Marshall County*, 56-20.

In a particular case, *held*, that the evidence did not show that taxpayers were induced to sign the petition and to vote for the tax, upon any offer or promise of exemption from payment: *Young v. Webster City & S. W. R. Co.*, 75-140.

Where the county treasurer having in his hands money paid by the taxpayers under the levy of a railroad aid tax, disbursed the same in part to the railroad company and in part to a person claiming to be the assignee of such company and then went out of office, *held*, that an action of *mandamus* against the board of supervisors was not the proper remedy, the taxes not having been paid into the county fund nor used by the county: *Eyerly v. Board of Supervisors*, 81-189.

Under a previous statute, *held*, that the provision that taxes remaining in the treasury more than two years after collection should be deemed forfeited was applicable equally in a case where the company had complied with the conditions of the vote, by building its road, as to a case where such taxes remained uncalled for by reason of a failure to perform such conditions: *Cedar Rapids, I. F. & N. W. R. Co. v. Elzeffer*, 84-510.

Held, also, that the courts would not hesitate in upholding such a provision on the ground that it was in the nature of a forfeiture, it not being a forfeiture in the usual signification of that term: *Ibid*.

Also, *held*, that under the facts of the case, the company could not be relieved from the provisions of the statute on the ground of a mistake on the part of the officers of the company as to its being entitled to the tax: *Ibid*.

Also *held*, that this provision of the statute was not repealed by a subsequent statute on the same subject: *Ibid*.

SEC. 2091. Taxes paid in labor or supplies. Nothing contained in this chapter shall preclude any taxpayer who may contract with a railroad company for which taxes may be voted to pay his tax, or any part thereof, in labor upon the line of said railroad, or in material for its construction, or supplies furnished or money paid for the construction thereof, in pursuance of the terms and conditions stipulated in the notices of election, in lieu of a payment to the county treasurer. Upon presenting to the county treasurer a receipt from such railroad company or its duly authorized agent, specifying the amount of such payment, the same shall be credited by the treasurer on his tax, with the same effect as though paid to him in money, and when such receipts have been presented and credited they shall have the same validity in his settlement with the board of supervisors as the orders from the railroad company provided for in this chapter. Laborers shall have a lien upon any tax voted in aid of a railroad company for the amount due them for labor performed in the construction of said railroad. [Same, § 9.]

Where the company issued to a taxpayer a receipt for taxes paid directly to the company, to be presented to the county treasurer in payment of the taxes, *held*, that such receipts were in the nature of advance receipts for the taxes, and that no action thereon against the company or the assignor of such instrument could be maintained thereon, at least until demand had been made on the treasurer that they be received for taxes: *Liste v. Iowa, M. & N. P. R. Co.*, 54-499.

RELOCATION OF LINE.

SEC. 2092. Petition. Any railroad desiring to change or remove the line of its road, after the same has been permanently located and constructed, may file a petition in the district court in any county wherein the change or removal is proposed to be made, describing with reasonable accuracy that portion of its line which it seeks to have changed or removed, and asking the court to grant authority to make such change or removal. All trustees, mortgagees and other lien holders, and all townships, cities and counties which have aided by taxation to build the road, must be made defendants and served with notice as in other actions. [16 G. A., ch. 118, § 1.]

SEC. 2093. Notice. A public notice to all whom it may concern of the time of filing such petition, the object thereof, and the term of court at which the application will be made for authority to make the change, and requiring all persons desiring the repayment of money or return of property, as in this chapter provided, to appear and present their claims therefor, must be published in a newspaper printed in each county in which the change is to be made, for a period of ten successive weeks before the term of court at which the application is to be heard. The court may order any additional notice or publication that it may think proper. [Same, § 2.]

SEC. 2094. Conditions. No railway company shall be allowed to change or remove its line of road, after a permanent location and construction, without repaying all moneys, and restoring all property or its value, which were donated to the company building the same exclusively in consideration of said railroad being located and constructed on such line, to the parties donating the same, their heirs or assigns, nor without first procuring the consent of all parties having liens upon the railroad, and of any township, city or county that by taxation or by the issuing of bonds has contributed money to aid in the construction thereof; but the consent of such township, city or county shall be necessary only with reference to the change to be made within its own territorial limits. [Same, § 3.]

The obligation to operate a railway is incurred by accepting taxes: *State v. Central Iowa R. Co.*, 71-410.

SEC. 2095. Order of court. If the court finds that notice has been given, and the consent of the proper parties has been obtained, it shall ascertain the amount of money or property contributed to the company by any person or party thereto or appearing therein that was so contributed exclusively in consideration that the road should be located on the line from which it is proposed to remove it, which shall be repaid in case of money, and returned if property, or its value fixed, and in either case shall render judgment therefor, and may also enter a decree authorizing, if the public interest demands it, the removal of or change in the line of said road upon condition that all judgments above provided for be first paid or satisfied, and foreclosing all persons or parties not appearing in the

action, and forever barring them from asserting any claim against such company on account of the contributions or donations herein mentioned. [Same, § 4.]

SEC. 2096. Effect. All mortgage liens or other incumbrances on the line of road which the company is authorized by the court to change shall attach to the line to which said road is removed, and have the same priority over other liens that they held on the original line. [Same, § 5.]

SEC. 2097. Notice to township trustees—vested rights. For the purpose of this chapter, the trustees of each township shall be served with notice and shall represent and act for it. No vested right of any person or persons living on and along the line of any railroad thus removed shall be defeated or affected by the removal. [Same, § 6.]

SEC. 2098. Cuts and banks. When any railway company shall take up its track and relocate the same under the provisions of this chapter, it shall within two years therefrom fill up the cuts and level down the banks, or cause the same to be done; but the provisions of this section shall not apply to any railroad which has its initial point in any town upon the Mississippi river, and which had in the year 1859 sixty-three miles and no more of completed track from such initial point, and this exemption shall only apply to the sixty-three miles of road from the initial point thereof. [17 G. A., ch. 152, § 1; 16 G. A., ch. 118, § 7.]

UNION RAILWAY DEPOTS.

SEC. 2099. Corporations formed. Any number of persons or railway corporations, or both persons and railway corporations, may form a body corporate under the laws of this state relating to corporations for pecuniary profit, for the purpose of acquiring, establishing, constructing and maintaining at any place in the state union station houses or depots for freight or passengers, or both, with necessary offices for express, baggage or postal rooms in the same or separate buildings, and railroad tracks and other appurtenances of such depots. Any railroad company operating a road in the state, or interested therein, whether organized under its laws or elsewhere, may become a stockholder in such corporation. A copy of the by-laws, if any are adopted, shall be posted in the passenger or waiting rooms of the depot and in the office of the company. [20 G. A., ch. 139, § 1.]

SEC. 2100. Powers. Every corporation formed under the provisions of the preceding section shall have power to take and hold, for the purposes therein mentioned, such real estate as may be found necessary by the railroad commissioners for the location of its depot and approaches, which it may acquire by purchase or condemnation as provided for the taking of private property for works of internal improvement. [Same, § 2.]

SEC. 2101. Connecting tracks. Such corporations, with the consent of the council of any city or town in which any such depot is located, shall have the right to lay its tracks to make necessary

connection with all railways desiring to use such depot, upon the streets or alleys of such city or town, and, by and with the consent of the council, may erect such depot upon or across any street or alley; but no railway track can thus be located, nor can any such depot be so erected, until after the injury to property abutting upon the streets or alleys thus appropriated has been ascertained and paid in the manner provided for taking property for works of internal improvement. [Same, § 3.]

SEC. 2102. Liability for damages. Nothing in this chapter contained, or in the articles of incorporation or by-laws of such corporation, shall release the railroad companies using such union depots, tracks or appurtenances from the same liability for all damages on account of injuries to persons, stock, baggage or freight, or for the loss of baggage or freight in or about such union depot grounds, as they would be under if said depot tracks and appurtenances belonged to and were operated by the railway companies using the same. [Same, § 4.]

STATION-HOUSES AT CROSSINGS.

SEC. 2103. At joint expense—connecting tracks. All railway corporations shall, at all points of connection, crossings or intersection with the roads of other corporations, unite therewith in establishing and maintaining suitable platforms and station-houses for the convenience of passengers desiring to transfer from one road to the other, and for the transfer of passengers, baggage or freight, whenever the same shall be ordered by the railroad commission; and shall, when ordered by it, keep such depot or passenger house warmed, lighted and opened a reasonable time before the arrival, and until after the departure, of all trains carrying passengers; and said railway companies shall stop all trains at said depots for the transfer of passengers, baggage and freight when so ordered by the commission. The expense of constructing and maintaining such station-houses and platforms shall be paid by such corporations in such proportions as may be fixed by the commission. Such corporations whose roads so connect or intersect shall, when ordered by the commission, so unite and connect the tracks of the several roads as to permit the transfer of cars from the tracks of one to that of the other. [20 G. A., ch. 24, § 1; 15 G. A., ch. 18; C. '73, §§ 1292-6]

The provisions of 20 G. A., ch. 24, § 1, leaving the matter to the discretion of the commissioners superseded prior provisions on the subject: *Smith v. Chicago, R. I. & P. R. Co.*, 86-202.

As to whether the commissioners have authority to require the establishment or maintenance of stations elsewhere than at crossings, *quære*: *State v. Des Moines & K. C. R. Co.*, 87-644.

SEC. 2104. Penalty. Any railway corporation or company which, after having received ninety days' notice from the commissioners, shall neglect or refuse to comply with the provisions of the preceding section shall, for every day it fails, neglects or refuses to comply therewith, forfeit and pay the sum of twenty-five dollars,

which may be recovered in the name of the state for the use of the school fund of the county wherein such crossing or intersection is situated, and the county attorney of such county shall prosecute the same. [20 G. A., ch. 24, § 2.]

CHANGING NAMES OF STATIONS.

SEC. 2105. By commissioners. In all cases where any railway company shall fail or refuse to make the name of the railway station conform to the name of the village, incorporated town or city within the limits of which it is situated, it shall be the duty of the railway commissioners of the state to order a change of the name of said railway station to effect such uniformity, within sixty days after a petition in writing by the town council of said incorporated town or city, or, in the case of a village, by the township trustees, asking for such order, is filed with said railway commissioners. [26 G. A., ch. 35; 24 G. A., ch. 26; 22 G. A., ch. 31, § 1.]

SEC. 2106. Notice. When the commissioners shall order a change in the name of a railway station, they shall give the company owning or operating the same notice of such order, and if it is not complied with within thirty days from the date of service of such notice, the commissioners shall notify the attorney-general thereof, who shall begin proceedings in the proper court to compel the enforcement of said order. [22 G. A., ch. 31, § 2.]

SEC. 2107. Penalty. A failure to comply with the order of the commissioners within thirty days from service of such notice shall also be a misdemeanor, for which said company shall be subject to a fine of one thousand dollars, and non-compliance for each thirty days thereafter shall constitute a separate and distinct offense, subject to a fine of one thousand dollars. [Same, § 3.]

TERMINAL OFFICES.

SEC. 2108. General offices. All railroads terminating in the state shall establish and maintain at such terminus general freight and passenger offices, and express or telegraph offices when operating an independent express or telegraph company, at localities accessible and convenient to the public, and there keep for sale tickets over their respective roads, and, in advertising, correctly set forth their true connections, starting or terminal points, timetables, and freight tariffs. [16 G. A., ch. 68, § 1.]

SEC. 2109. For sale of sleeper tickets. All railroad and sleeping car companies, running or operating sleepers or sleeping cars within the state upon railroads terminating therein, shall establish, maintain and keep open to the public, at such termini, ticket offices at accessible and convenient places, in which they shall keep a diagram of the berths and staterooms in such sleepers or sleeping cars, and shall at all times during the daytime keep them open for the sale of tickets for such berths and state rooms. [18 G. A., ch. 169, § 1.]

SEC. 2110. Penalty. If any officer, agent or employe of any such company, or any lessee, engaged in operating any sleeper or sleeping car line terminating or operated within the state, shall neglect or refuse to comply with any of the provisions of the two preceding sections, he shall be guilty of a misdemeanor, and, upon conviction thereof, fined in a sum not exceeding five hundred dollars, and imprisoned not more than six months. [18 G. A., ch. 169, § 2; 16 G. A., ch. 68, § 2.]

CHAPTER 6.

OF THE BOARD OF RAILROAD COMMISSIONERS.

SECTION 2111. Election—organization. The board of railroad commissioners shall consist of three persons having the qualifications of electors, who shall be elected in the same manner as other state officers, and shall each hold his office for three years. Immediately after the new member has qualified, the board shall organize by electing one of its members as chairman, and appointing a secretary who shall take the same oath as the commissioners; but this, or a part of this, may be done at a subsequent meeting. Any person ineligible to the office of commissioner shall be ineligible to the office of secretary of the board. The board shall have power to employ such additional clerical help as it may find necessary. No person in the employ of any carrier, or owning any bonds, stock or property in any railroad company, or who is in any way or manner pecuniarily interested in any railroad corporation, shall be eligible to the office of railroad commissioner, and the entering into the employ of any common carrier, or the acquiring of any stock or other interest in any common carrier by any officer under this chapter, after his election or appointment, shall disqualify him to hold the office and to perform the duties thereof. [22 G. A., ch. 29, § 2; 17 G. A., ch. 77, § 2.]

SEC. 2112. Supervision. The board shall have the general supervision of all railroads in the state operated by steam, express companies, car companies, sleeping car companies, freight and freight line companies, and any common carrier engaged in the transportation of passengers or freight by railroad, street railroads excepted, and shall investigate any alleged neglect or violation of the laws of the state by any railroad corporation doing business therein, or by the officers, agents or employes thereof. [17 G. A., ch. 77, § 3.]

SEC. 2113. Powers and duties. It shall from time to time carefully examine into and inspect the condition of each railroad, its equipment, and the manner of its conduct and management with regard to the public safety and convenience in the state; make semi-annual examination of its bridges and report the condition thereof

to the company to which they belong; and if found by it unsafe it shall immediately notify the railroad company whose duty it is to put the same in repair, which shall be done by it within ten days after receiving such notice. If any corporation fails to perform this duty, the board may forbid and prevent it from running trains over the same while unsafe. When, in the judgment of the board, any railway corporation fails in any respect to comply with the terms of its charter or articles of incorporation or the laws of the state; or when in its judgment any repairs are necessary upon its road; or any addition to its rolling stock, or addition to or change in its stations or station-houses, or change in its rates of fare for transporting freight or passengers, or change in the mode of operating its road or conducting its business, is reasonable and expedient in order to promote the security, convenience, and accommodation of the public, the board shall serve a notice upon such corporation, in the manner provided for the service of an original notice in a civil action, which notice shall be signed by its secretary, of the improvements and changes which it finds to be proper; and a report of such proceedings shall be included in its annual report to the governor as provided in the next section; but nothing in this section shall be so construed as relieving any railroad company from its present responsibility or liability for damage to person or property. [Same.]

While there is here no provision for commissioners making orders other than in an advisory way, yet the commissioners have authority to consider whether a railroad should put in a private crossing for a land owner whose land is divided by the right of way: *State v. Mason City & Ft. D. R. Co.*, 85-518.

The commissioners may act on a matter within their jurisdiction on the petition of the party aggrieved or on their own motion and in the absence of any complaint, but whether their action is based on complaint or upon facts within their knowledge, their record should show what the complaint is so the company may be able to make answer thereto and the court before which an action is brought to enforce the order of the commissioners in such matter may be properly advised as to the subject of the investigation. New grounds of complaint are not to be introduced into the proceedings in the court: *State v. Chicago, M. & St. P. R. Co.*, 86-641.

SEC. 2114. Report. The board shall annually, on or before the first Monday in December, make a report to the governor of its doings for the preceding year, containing such facts, statements, and explanations as will disclose the working of such systems of railroad transportation in the state, and their relation to the general business and prosperity of the citizens thereof, with such suggestions and recommendations in respect thereto as may to the board seem appropriate. Said report shall also contain, as to every railroad corporation doing business in this state:

1. The amount of its capital;
2. The amount of its preferred stock, if any, and the condition of its preferment;
3. The amount of its funded debt and the rate of interest;
4. The amount of its floating debt;
5. The cost and actual present cash value of its road equipment, including permanent way, buildings and rolling stock, all real estate

used exclusively in operating the road, and all fixtures and conveniences for transacting its business;

6. The estimated value of all other property owned by it, with a schedule of the same, not including lands granted in aid of its construction;

7. The number of acres originally granted it by the United States or this state in aid of the construction of its road;

8. The number of acres of such land remaining unsold;

9. A list of its officers and directors, with their respective places of residence;

10. Such statistics of the road and of its transportation business for the year as may, in the judgment of the commissioners, be necessary and proper for the information of the general assembly or as may be required by the governor;

11. The average amount of tonnage that can be carried over each road in the state with an engine of given power.

Which report shall exhibit and refer to the condition of such corporation on the first day of July of each year, and the details of its transportation business transacted during the year ending June thirtieth. [Same, § 4.]

SEC. 2115. Examinations. The board shall have power, in the discharge of its duties, to examine any of the books, papers or documents of any railway corporation, or to examine, under oath or otherwise, any officer, director, agent or employee thereof; to issue subpoenas,—the cost thereof as well as the investigation to be first paid by the state, upon the certificate of the board,—and to enforce obedience thereto in the performance of its duties as courts of law may. Any person who shall wilfully obstruct it or its members in the performance of their duties, or who shall refuse to give any information within his possession that may be required by them within the line of their duty, shall be guilty of a misdemeanor, and upon conviction be fined not exceeding one thousand dollars, in the discretion of the court. [Same, § 9.]

SEC. 2116. Duty of railroad to transport. Every railway corporation shall, when within its power to do so, and upon reasonable notice, furnish suitable cars to any and all persons who may apply therefor, for the transportation of any and all kinds of freight, and receive and transport such freight with all reasonable dispatch, and provide and keep suitable facilities for the receiving and handling thereof at any depot on the line of its road; and shall also receive and transport in like manner the empty or loaded cars furnished by any connecting road, to be delivered at any station or stations on the line of its road, to be loaded or discharged or reloaded and returned to the road so connecting; and for compensation it shall not demand or receive any greater sum than is accepted by it from any other connecting railroad for a similar service. [Same, § 10.]

The duty of one railway to transport the cars of another road may be enforced by mandatory injunction, and the fact that the receiving of such cars by the former road will cause a strike of its employees will constitute no defense: *Chicago, B. & Q. R. Co. v. Burlington, C. R. & N. R. Co.*, 34 Fed., 481.

A railroad company, being under obligations to carry animals when offered on proper terms is not liable in damages for bringing into the state an animal affected with Texas fever where it does so without negligence, § 5021 making such action a misdemeanor and rendering the company liable for damages resulting only makes the act *prima facie* proof of negligence which may be rebutted by the company: *Furley v. Chicago, M. & St. P. R. Co.*, 90-149.

For construction of prior provisions, see *Bond v. Wabash, St. L. & P. R. Co.*, 67-712.

SEC. 2117. Examination of rates. The board shall, upon the application of the mayor and council of any city or town, or the trustees of any township, make an examination of the rate of passenger fare or freight tariff charged by any railroad company, and of the condition or operation of any railroad, any part of whose location lies within the limits of such city, town, or township; and if twenty five or more voters of any city, town, or township shall by written petition request the mayor and council of such city or town, or the trustees of such township, to make the said complaint and application, and they refuse, they shall state the reason therefor in writing upon the petition, and return the same to the petitioners, who may thereupon, within ten days from the date of such refusal and return, present the same to the board of commissioners, who shall, if it thinks the public good demands the examination, proceed to make it in the same manner as if called upon by the mayor and council of any city or town, or the trustees of any township. Before proceeding to make such examination, it shall give to the petitioners and the corporation reasonable notice, in writing of the time and place of entering upon the same. If, upon such an examination, it shall appear to the board that the complaint is well founded, it shall, within ten days, inform the corporation operating such railroad of its finding, and shall report its doings to the governor. [Same, § 15.]

SEC. 2118. Cumulative. Nothing in this or the succeeding chapter shall be construed to estop or hinder any persons or corporations from bringing action against any railway company for any violation of the laws of the state for the government of railroads. [Same, § 17.]

SEC. 2119. Orders of commissioners enforced. The district courts of this state shall have jurisdiction to enforce, by proper decrees, injunctions and orders, the rulings, orders and regulations affecting public rights, made or to be made by the board, such as are now, or may hereafter be, authorized to be made by them for the future direction and observance of railroads in this state. The proceedings therefor shall be by equitable action in the name of the state of Iowa, and shall be instituted by the attorney-general, whenever advised by the board that any railway corporation, or person operating a line of road in this state, is violating and refusing to comply with any rule, order or regulation made by the board, and applicable to such railroad or person. It shall be the duty of the court in which any such cause shall be pending to require the issue to be made up at the first term of the court to which such cause is brought, which shall be the trial term, and to give the same precedence over other civil business. If the court shall

find that such rule, regulation or order is reasonable and just, and that in refusing compliance therewith said railway company is failing and omitting the performance of any public duty or obligation, the court shall decree a mandatory and perpetual injunction, compelling obedience to and compliance with such rule order, or regulation by said railroad company, or other person, its officers, agents, servants and employes, and may grant such other relief as may be deemed just and proper. All violations of such decree shall render the company, persons, officers, agents, servants and employes who are in any manner instrumental in such violation, guilty of contempt of court, and the court may punish such contempt by a fine not exceeding one thousand dollars for each offense, and may imprison the person guilty of contempt until he shall sufficiently purge himself therefrom. And such decree shall continue and remain in effect and be enforced until the rule order or regulation shall be modified or vacated by the board. [20 G. A., ch. 133, § 1.]

The statute clearly contemplates that only such orders of the railroad commissioners as are reasonable and just shall be enforced. And the reasonableness and justness of such an order can only be for the determination of the courts, when it is made by the commissioners. and proceedings are taken for its enforcement. The proceeding in the courts for the enforcement of such an order is an equitable one, and the reasonableness or the justness of the order is to be determined from equitable considerations. So far as the public are concerned, the judgment of the commissioners is conclusive: *State v. Des Moines & Ft. D. R. Co.*, 84-419.

In a particular case, *held*, that an order of commissioners requiring the rebuilding of a portion of the track of a road which had received a land grant for the construction of such road was unreasonable, where it appeared that by means of the operation of a leased track, parallel with the track washed away, the road was furnishing the same accommodations to the public that it would furnish if such portion of its track should be rebuilt: *Ibid*.

Where a decree was entered during the time a railroad was in the hands of a receiver, compelling such railroad and its officers, etc., to operate a certain part of the line, and afterwards another company purchased the franchise and property on the foreclosure of a mortgage, *held*, that the decree could be enforced as against such purchaser: *State v. Iowa Central R. Co.*, 83-720.

A decision of the railroad commissioners with reference to the obligation of a company to put in a private crossing for one whose land is divided by the right of way is a ruling affecting a public right within the meaning of this section: *State v. Mason City & Ft. D. R. Co.*, 85-5'6.

While *mandamus* is a proper remedy in such a case, it is not exclusive: *Ibid*.

The finding of the railroad commissioners in a particular case that an overhead crossing was proper and should be constructed, *held* not supported by sufficient evidence, such crossing not being usual: *State v. Chicago, M. & St. P. R. Co.*, 86-304.

Where the case presented to the commissioners is not such as to call for any exercise of their powers, an order made by them should not be enforced on application to the court: *Ibid*.

The court being required to determine whether the orders of the commissioners are just and equitable must do so upon the record presented to it in an action to enforce such orders, although the commissioners may have had in mind and acted upon facts not appearing in such record: *Ibid*.

In general as to enforcement of orders, see *State v. Central Iowa R. Co.*, 71-410.

SEC. 2120. Costs—attorney's fees. Whenever a decree shall be entered against a railroad company or person under the preceding section, the court shall render judgment for costs, and attorney's fees for counsel representing the state. [Same, § 2.]

SEC. 2121. Salaries. The board shall keep an office in the capitol at the seat of government, and each commissioner shall receive a salary of twenty-two hundred dollars a year. The secretary of the board shall receive a salary of fifteen hundred dollars a year. [17 G. A., ch. 77, § 6.]

CHAPTER 7.

OF THE REGULATION OF CARRIERS BY RAILWAY.

SECTION 2122. To what applicable. The provisions of this chapter shall apply to the transportation of passengers and property, and to the receiving, delivering, storing and handling of property wholly within this state, and shall apply to all railroad corporations, express companies, car companies, sleeping car companies, freight or freight line companies, and to any common carrier engaged in this state in the transportation of passengers or property by railroad therein, and to shipments of property made from any point within the state to any point within the state, whether the transportation of the same shall be wholly within this state or partly within this state and partly within an adjoining state. The term "railroad" and "railway" as used in this chapter shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation, receiver, trustee or other person operating a railroad, whether owned or operated under contract, agreement lease or otherwise; and the term "transportation" shall include all instrumentalities of shipment or carriage; and the term "railway corporation" shall mean all corporations, companies or individuals owning or operating any railroad in whole or in part in this state; and the provisions of this chapter shall apply to all persons, firms and companies, and to all associations of persons, whether incorporated or otherwise that shall do business as common carriers upon any of the lines of railway in this state, street railways excepted, the same as to railroad corporations herein mentioned. [22 G. A., ch. 28, § 1; 17 G. A., ch. 77, § 16.]

The jurisdiction of the commissioners extends to regulating rates for the transportation of goods between two places in the state over a line of railroad which between those points passes out of the state: *Campbell v. Chicago, M. & St. P. R. Co.*, 86-587.

SEC. 2123. Charges to be reasonable. All charges made for any service rendered or to be rendered in the transportation of passengers or property in this state, or for the receiving, delivering, storage or handling of such property, shall be reasonable and just, and every unjust and unreasonable charge for such service is prohibited and declared to be unlawful. [22 G. A., ch. 28, § 2.]

In an action to recover overcharges from a railway company where it appears that the rates in fact charged did not exceed the rates specified in the commissioners' schedule of rates, but were, in fact, excessive, it was held that the rates

fixed by the commissioners were, both as to the shipper and carrier, only presumptively reasonable, and if such commissioners' rates are in fact excessive, such overcharges may be recovered by the shipper: *Barris v. Chicago, B. & Q. R. Co.*, 71 N. W., 339.

The law requires reasonable rates, and the defendant may show that the rate fixed by the commission is unreasonable. The *prima facie* evidence that it is reasonable will not prevail when it is shown that it is in fact not so: *Burlington, C. R. & N. R. Co. v. Dey*, 82-312.

SEC. 2124. Unjust discrimination. If any common carrier subject to the provisions of this chapter shall directly or indirectly, by any special rate, rebate, drawback or other device, charge, demand, collect or receive from any person or persons a greater or less compensation for any service rendered, or to be rendered, in the transportation of passengers or property subject to the provisions of this chapter, than it charges, demands, collects or receives from any other person or persons for doing for him or them a like contemporaneous service in the transportation of a like kind of traffic, such common carrier shall be guilty of unjust discrimination, which is hereby prohibited and declared to be unlawful; but this section shall not be construed as prohibiting a less rate per one hundred pounds in a car-load lot than is charged, collected or received for the same kind of freight in less than a car-load lot. [Same, § 3.]

As to construction of provisions against unjust discriminations in a former statute, see *Paxton v. Illinois Cent. R. Co.*, 56-427.

Under prior provisions, *held*, that a cause of action to recover unreasonable and excessive charges accrued when the charges were paid and not when the discrimination was discovered: *Carrier v. Chicago, R. I. & P. R. Co.*, 79-80.

But where the company had fraudulently concealed the fact that the amount paid by plaintiff was unreasonable and in excess of that paid by other shippers, *held*, that the statute of limitations did not begin to run until the fact was discovered: *Ibid*.

As to treble damages see § 2130.

SEC. 2125. Undue preferences—switching charges. It shall be unlawful for any common carrier subject to the provisions of this chapter to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic, in any respect whatsoever; or subject any particular person, company, firm, corporation or locality, or any particular description of traffic, to any prejudice or disadvantage in any respect whatsoever; but this shall not be construed to prevent any common carrier from giving preference as to time of shipment of live stock, uncured meats, or other perishable property. All common carriers subject to the provisions of this chapter shall, according to their respective powers, afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding and switching of cars, and for the receiving, forwarding and delivering of passengers and property to and from their several lines, and to and from other lines and places connected therewith; and shall not discriminate in their accommodations, rates and charges between such connecting lines. Any common carrier may be required to switch and transfer

cars for another, for the purpose of being loaded or unloaded, upon such terms and conditions as may be prescribed by the board of railroad commissioners. [Same, § 4; 15 G. A., ch. 18; C. '73, § 1292-6.]

Switching charges cover movement of cars within the yard limits or outside of such limits where the engine and cars may be run without orders from the train dispatcher but such service does not include the running of switch engine and cars on the main track where they must be controlled by the regulations relating to the operation of regular and special trains: *State v. Chicago, M. & St. P. R. Co.*, 88-445.

SEC. 2126. Long and short haul—fair rate. It shall be unlawful for any common carrier subject to the provisions of this chapter to charge or receive any greater compensation in the aggregate for the transportation of passengers or a like kind of property for a shorter than for a longer distance over its railroad, all or any portion of the shorter haul being included within the longer, and shall charge no more for transporting freight to or from any point on its railroad than a fair and just rate, compared with the price it charges for the same kind of freight transportation to or from any other point. [22 G. A., ch. 23, § 5.]

SEC. 2127. Pooling contracts. It shall be unlawful for any common carrier subject to the provisions of this chapter to enter into any contract, agreement or combination with any other common carrier or carriers for the pooling of freight of the different and competing railroads, or divide between them the aggregate or net proceeds of the earnings of such railroads, or any portion thereof; and in case of an agreement for the pooling of freights as aforesaid, each day of its continuance shall be a separate offense. [22 G. A., ch. 28, § 6; C. '73, §§ 1297-9.]

SEC. 2128. Schedules of rates and fares. Every common carrier subject to the provisions of this chapter shall print and keep for public inspection schedules showing the rates, fares and charges for the transportation of passengers and property which it has established, and which are in force at the time upon its railroad. The schedules shall plainly state the places upon its roads between which property and passengers will be carried, and shall contain the classification of freight in force upon such road, stating separately any terminal charges, and any rules and regulations which in anywise change, affect or determine any part of the aggregate of such rates, fares and charges. Such schedules shall be plainly printed in large type, of at least the size of ordinary pica, and a copy for the use of the public shall be kept in every freight office and passenger station on such road, where it can be conveniently inspected; and it shall keep a printed notice posted in every such freight office and passenger station indicating where therein the same can be found. No advance shall be made in the rates, fares and charges which have been established and published as aforesaid by any common carrier except after ten days' public notice, which shall plainly state the changes proposed to be made in the schedules then in force, and the time when the increased rates, fares or charges will go into effect; which proposed changes shall be shown

by printing new schedules, or shall be plainly indicated upon the schedules in force at the time and kept for public inspection. Reduction in such published rates, fares or charges may be made without previous public notice, but when made notice thereof shall be immediately and publicly posted, and such changes made public by printing new schedules, or be plainly indicated upon the schedules at the time in force and kept for public inspection. When any such common carrier shall have established and published its rates, fares and charges, it shall not charge, demand, collect or receive from any person or persons a greater or less compensation for the transportation of passengers or property, or for any services in connection therewith, than is specified in such published schedule of rates, fares and charges as may at the time be in force. Every common carrier subject to the provisions of this chapter shall file with the board of railroad commissioners copies of its schedules of rates, fares and charges established and published, and shall promptly notify said board of all changes made in the same. Every such common carrier shall also file with the board copies of all contracts, agreements or arrangements with other common carriers in relation to any traffic affected by the provisions of this chapter to which it may be a party. If passengers and freight pass over continuous lines or routes in this state, operated by more than one common carrier, and the several common carriers operating such lines or routes have established joint tariffs of rates, fares or charges for such continuous lines or routes, copies of such joint tariffs shall also be filed with the board. Such joint rates, fares and charges on such continuous lines shall be made public by such common carriers, when directed by said board, in so far as in its judgment may be practicable, and it shall also from time to time prescribe the measures of publicity which shall be given to such rates, fares and charges, or to such part thereof as it may think practicable for such common carriers to publish, and the places in which they shall be published; but no common carrier, party to any such joint tariff, shall be liable for the failure of any other party thereto to observe and adhere to the rates, fares or charges thus made and published. If any such common carrier shall neglect or refuse to file or publish its schedule or tariffs of rates, fares and charges, or any part of the same, it shall, in addition to other penalties herein prescribed, be subject to a writ of mandamus, to be issued by any district court of this state in the judicial district wherein its principal office is situated, or wherein such offense may be committed. If such common carrier be a foreign corporation, then such writ may be issued by any district court in the judicial district where it accepts traffic and has an agent to perform such service, to compel compliance with the provisions of this section—such writ to issue in the name of the state, at the relation or upon the petition of the board of railroad commissioners; and the failure to comply with its requirement shall be punishable as for a contempt, and shall make said corporation liable to a penalty of five hundred dollars for each day's failure to comply therewith; and when any such writ of mandamus shall be applied for no bond shall be required. [22 G. A., ch. 28, § 7; C. 1973, § 1304]

A former statute, similar to this section, considered and *held* not to be in conflict with the U. S. Const., as being an attempt to regulate commerce between the states: *Fuller v. Chicago & N. W. R. Co.*, 31-187.

Under such statute, *held*, also, that the receiving of higher rates than those posted, subjected the company to the penalties imposed by the statute without it being shown that such overcharge was wilful: *Fuller v. Chicago & N. W. R. Co.*, 31-211.

SEC. 2129. Continuous shipments. It shall be unlawful for any common carrier subject to the provisions of this chapter to enter into any combination, contract or agreement, expressed or implied, to prevent, by change of time schedules, carriage in different cars, or, by other means or device, the carriage of freights from being continuous from place of shipment to the place of destination in the state; and no break of bulk, stoppage or interruption made by such common carrier shall prevent the carriage of freights from being treated as one continuous carriage from the place of shipment to the place of destination, unless such break, stoppage or interruption was made in good faith for some necessary purpose, and without any intent to avoid or unnecessarily interrupt such continuous carriage, or to evade any of the provisions of this chapter. [22 G. A., ch. 28, § 8.]

SEC. 2130. Penalty in treble damages. In case any common carrier subject to the provisions of this chapter shall do, cause, or permit to be done anything herein prohibited or declared to be unlawful, or shall omit to do anything in this chapter required to be done, it shall be liable to the person or persons injured thereby for three times the amount of damages sustained in consequence, together with costs of suit, and a reasonable attorney's fee to be fixed by the court, on an appeal or otherwise, which shall be taxed and collected as part of the costs in the case; but in all cases demand in writing shall be made for the money damages sustained before action is brought for a recovery under this section, and no action shall be brought until the expiration of fifteen days after such demand. [Same, § 9; 17 G. A., ch. 77, § 13.]

This section is not applicable to interstate commerce: *Cook v. Chicago, R. I. & P. R. Co.*, 75-169.

In an action brought to recover excessive charges for interstate transportation, *held*, that plaintiff might by amendment abandon the claim therefor under this section and ask the relief to which he would be entitled at common law: *Ibid.*

The legislature may constitutionally prescribe rules permitting recovery of attorney's fees in a particular class of cases and denied in all others: *Burlington, C. R. & N. R. Co. v. Dey*, 82-312.

In an action to recover excessive charges evidence is not admissible showing the charges for carrying like commodities on other roads: *Hopper v. Chicago, M. & St. P. R. Co.*, 91-639.

While juries are allowed to give three times the actual damage, they are not to include in the verdict an additional sum: *Ibid.*

In an action for unjust and unreasonable charges under the common law, aside from statute, plaintiff cannot recover on proving that another person carrying on a similar business in connection with the railroad was allowed to have goods carried free: *Kelley v. Chicago, M. & St. P. R. Co.*, 61 N. W., 957.

The penalty in treble damages is not applicable to a case of refusal to furnish under § 2116: *Bond v. Wabash, St. L. & P. R. Co.*, 67-712.

As to the penalty this provision is not to be extended by implication: *Ibid.*

As to recovery of excessive charges paid, see notes to § 2123.

SEC. 2131. Remedy—evidence. Any person claiming to be damaged by any common carrier subject to the provisions of this chapter may either make complaint to the board of railroad commissioners, or may bring action in his own behalf for the recovery of damages for which any such common carrier may be liable under the provisions hereof; but he shall not have the right to pursue both of said remedies at the same time. In any such action, the court before whom the case shall be pending may compel any director, officer, receiver, trustee or agent of the corporation or company defendant in such suit to attend as a witness and to testify, and may compel the production of the books and papers of such corporation or company; and the claim that any such testimony or evidence may tend to criminate the person giving the same shall not excuse him from testifying or producing said books and papers, but no person shall be prosecuted or subjected to any penalty or forfeiture for and on account of any transaction, matter or thing concerning which he may testify or produce evidence, documentary or otherwise; provided that no person so testifying shall be exempted from prosecution and punishment for perjury committed in so testifying. [22 G. A., ch. 28, § 10.]

SEC. 2132. Criminal liability. Except as otherwise specially provided for in this chapter, and unless relieved from the consequences of a violation of the law as provided herein, any common carrier subject to the provisions hereof, or, when such common carrier is a corporation, any director or officer thereof, or any receiver, trustee, lessee, agent or person acting for or employed by such corporation, who, alone or with any other corporation, company, person or party shall wilfully do or cause to be done, or shall wilfully suffer or permit to be done any act, matter or thing in this chapter prohibited or declared to be unlawful, or who shall aid or abet therein, or shall wilfully omit or fail to do any act, matter or thing in this chapter required to be done, or shall cause or willingly suffer or permit any act, matter or thing, so directed or required by the provisions of this chapter to be done, not to be so done, or shall aid or abet any such omission or failure, or shall be guilty of any infraction of the provisions of this chapter, or shall aid and abet therein, shall be guilty of a misdemeanor, and shall, upon conviction thereof, be fined not more than five thousand nor less than five hundred dollars for each offense. [Same, § 11.]

SEC. 2133. Inquiry by commissioners. The board of railroad commissioners shall inquire into the management of the business of all common carriers subject to the provisions of this chapter, and keep itself informed as to the manner and method in which the same is conducted, and have the right to obtain from them full and complete information necessary to enable the board to perform its duties and carry out the object for which it was created; shall have power to require the attendance and testimony of witnesses, the production of all books, papers, tariffs, schedules, contracts, agreements and documents relating to any matter under investigation; and may invoke the aid of any court of this state in

requiring the attendance and testimony of witnesses and the production of books, papers and documents; and any court within the jurisdiction of which such inquiry is carried on shall, in case of refusal to obey a subpoena or other proper process issued to any common carrier or person subject to the provisions hereof, issue an order requiring such carrier or person to appear before said board and produce books and papers, if so ordered, and testify touching, or in relation to, the matter in question; and a failure to obey such orders of the court shall be punished as for a contempt thereof. The claim that any such testimony or evidence may tend to criminate the person giving it shall not excuse him from testifying, but no person shall be prosecuted or subjected to any penalty or forfeiture for and on account of any matter or thing concerning which he may testify or produce evidence, documentary or otherwise; provided that no person so testifying shall be exempted from prosecution and punishment for perjury committed in so testifying. [Same, § 12.]

SEC. 2134. Complaint. Any person, firm, corporation or association, or any mercantile, agricultural or manufacturing society, or any body politic or municipal organization, complaining of anything done or omitted to be done by any common carrier subject to the provisions of this chapter in contravention thereof, may apply to said board by petition, briefly stating the facts; whereupon a copy of the complaint with the damages, if any are claimed, shall be forwarded by the board to such carrier, who shall be requested to satisfy the complaint, or answer the same in writing within a reasonable time to be fixed by the board. If such carrier within the time specified shall make reparation for the injury alleged to have been done, or shall correct the wrong complained of, it shall be relieved of liability to the complainant for the particular violation complained of. If it shall not satisfy the complaint within the time fixed, or there shall appear to be any reasonable ground for investigating the complaint, the board shall inquire into the matters complained of in such manner and by such means as it shall think proper. Whenever it has sufficient reason to believe that any carrier is violating any provision of this chapter, it shall at once institute an inquiry, as though complaint had been made. No complaint shall at any time be dismissed because of the absence of direct damage to the complainant. [Same, § 13.]

The grounds of complaint, whether made to the commissioners or considered by the commissioners on their own motion, must appear in their record. The mere statement that the complainant desires a portion of the right of way for coal sheds, without showing the facts entitling him thereto, does not show any ground of complaint against the company, and if other grounds do not appear on the commissioners' records, the proceeding in court to enforce an order of the commissioners, based on such defective complaint, can not be maintained: *State v. Chicago, M. & St. P. R. Co.*, 86-641.

SEC. 2135. Investigations—report. When an investigation is made by the board after notice, it shall make a report in writing, stating its conclusions, which shall include the findings of fact upon

which the conclusions are based, together with its recommendations or orders as to what reparation, if any, shall be made by the carrier to any party who may be found to have been injured; and such finding shall thereafter in all judicial proceedings be *prima facie* evidence of every fact found. All reports of investigations made by the board shall be entered of record, and a copy furnished to the party who complained, and any other person directly interested, and to any carrier that may have been complained of. [Same, § 14.]

SEC. 2136. Orders. If in any case in which an investigation shall be made by the board it shall be made to appear to the satisfaction of such board, either by the testimony of witnesses or other competent evidence, that anything has been done or omitted to be done, in violation of the provisions of this chapter, or of any law cognizable by the board, by any common carrier, or that any injury or damage has been sustained by the party complaining, or by other parties, in consequence of any such violation, it shall be the duty of the board forthwith to cause a copy of its report in respect thereto to be delivered to such carrier, together with a notice to it to cease from such violation, or to make reparation for the injury found to have been done, or both, within a reasonable time, to be fixed by the board. And if within the time fixed it shall be made to appear to the board that such carrier has ceased from such violation of law, and has made reparation for the injury found to have been done, in compliance with the report and notice of the board, or to the satisfaction of the party complaining, a statement to that effect shall be entered of record by it, and the carrier shall thereupon be relieved from further liability or penalty for such particular violation of law. [Same, § 15.]

SEC. 2137. Enforcement of orders. Whenever any common carrier as defined in this chapter shall violate or refuse or neglect to obey any lawful order or requirement of the board, it shall be the duty of the board, and lawful for any company or person interested in such order or requirement, to apply, in a summary way, by petition, to the district or superior court in any county of this state in which the common carrier complained of has its principal office, or in any county through which its line of road passes or is operated, or in which the violation or disobedience of such order or requirement shall happen, alleging such violation or disobedience, as the case may be; and the said court shall have power to hear and determine the matter, on such short notice to the common carrier complained of as the court shall deem reasonable; and such notice may be served on such common carrier, his or its officers, agents or servants, as the court shall direct; and said court shall proceed to hear and determine the matter speedily as a court of equity, and without the formal pleadings and proceedings applicable to ordinary suits in equity, but in such manner as to do justice in the premises; and, to this end, such court shall have power, if it think fit, to direct and prosecute, in such mode and by such persons as it may appoint, all such inquiries as the court may think needful to enable it to form a just judgment in the matter of such petition; and on

such hearing the report of the board shall be *prima facie* evidence of the matter therein, or in any order made by them, stated; and if it be made to appear to such court on such hearing, or on the report of any such person or persons, that the order or requirement of the board drawn in question has been violated or disobeyed, it shall be lawful for such court to issue a writ of injunction, or other proper process, mandatory or otherwise, to restrain such common carrier from further continuing such violation or disobedience of such order or requirement of the board, and enjoining obedience to the same, and in case of any disobedience of any writ of injunction or other proper process, mandatory or otherwise, it shall be lawful for such court to issue a writ of attachment, or any other process of said court incident or applicable to writs of injunction or other proper process, mandatory or otherwise, against such common carrier, and, if a corporation, against one or more of the directors, officers or agents of the same, or against any owner, lessee, trustee, receiver or other person failing to obey such writ of injunction or other proper process, mandatory or otherwise; and said court may, if it think fit, make an order directing such common carrier or other person so disobeying such writ of injunction or other proper process, mandatory or otherwise, to pay any sum of money, not exceeding for each carrier or person in default the sum of one thousand dollars for every day, after a day to be named in the order, that such carrier or other person shall fail to obey such injunction or other proper process, mandatory or otherwise; and such moneys shall, upon order of the court, be paid into the treasury of the county in which the action was commenced, and one-half thereof shall be transferred by the county treasurer to the state treasury; and the payment thereof may, without prejudice to any other mode of recovering the same, be enforced by attachment or order, in the nature of a writ of execution, in like manner as if the same had been recovered by a final decree *in personam* in such court, saving to the board and any other party or person interested in the right of appeal to the supreme court of the state, under the same regulations now provided by law in relation to appeals to said court as to security for such appeal, except that in no case shall security for such appeal be required when the same is taken by the board; but no appeal to said supreme court shall operate to stay or supersede the order of the court, or the execution of any writ or process thereon; and such court may in every such matter order the payment of such costs and attorney and counsel fees as shall be deemed reasonable. Whenever any such petition shall be filed or presented, or be prosecuted by the board, or by their direction, it shall be the duty of the attorney-general of the state to prosecute the same, and in such prosecution he shall have the right to have the assistance of any county attorney of the county in which any such proceedings are instituted, and it is hereby made the duty of any such county attorney to render such assistance; and the costs and expenses, on the part of the board, of any such prosecution shall be paid out of the appropriations for the expenses of the board. [Same, § 16.]

In all cases instituted by the board of railroad commissioners to enforce orders and rulings made by them, the action should be brought in the name of the state: *State v. Chicago, B. & Q. R. Co.*, 90-594.

But in a particular case, *held*, that the fact that the action was brought by the commissioners would be disregarded, they being permitted to amend by substituting the state as plaintiff: *Ibid*; *Smith v. Chicago, M. & St. P. R. Co.*, 86-202.

The owners of the road should not be interfered with in regard to the location and change of stations unless it appears that the patrons of the road have been deprived of reasonable facilities for transacting business with it: *State v. Des Moines & K. C. R. Co.*, 87-644.

SEC. 2138. Commissioners' schedules of rates—effect. The schedules of reasonable maximum rates of charges for the transportation of freight and cars, together with the classification of such freights now in effect, shall remain in force until changed by the board according to law, which, in all actions brought against railway corporations, wherein there are involved the charges thereof for the transportation of any freight or cars, or any unjust discrimination in relation thereto, shall be taken as *prima facie* evidence in all courts that the rates fixed therein are reasonable and just maximum rates of charge for which said schedules have been prepared. The board shall from time to time, and as often as circumstances may require, change and revise such schedules, but the rates fixed shall not be higher than established by law. The board shall give notice of its intention to revise or change such schedules by publishing a notice thereof in two weekly newspapers published at the seat of government, for two consecutive weeks, and the last publication of such notice shall be at least ten days before the time fixed for considering the matter, and such notice shall contain, in general terms, a statement of the matters the board proposes to consider, and the date when and the place where the matter will be taken up, and shall be addressed to all persons interested therein. When any schedule is thus revised the board must cause notice thereof to be published for two successive weeks in some public newspaper printed at the seat of government, which shall state the date of the taking effect thereof, and it shall take effect at the time so stated. A printed copy of such revised schedule shall be conspicuously posted by said common carrier in each freight office and passenger depot upon all lines affected thereby, and, when certified by the board that the same is a true copy prepared by it for the railway company or corporation therein named, and that notice thereof had been published as required by law, shall be received in evidence in all actions as *prima facie* the schedule of such board. [Same, § 17.]

A schedule of rates having been adopted by the commissioners remains in force until the publication of a change in rates as herein provided: *Hopper v. Chicago, M. & St. P. R. Co.*, 91-639.

The certificate provided for to authorize the receipt in evidence of the schedule may be made by the secretary of the commission under its seal: *Ibid*.

The original schedule went into effect without publication of notice: *Ibid*.

As to whether the schedule of rates established under the previous provisions on the subject were valid and could be enforced, see *Chicago & N. W. R. Co. v. Dey*, 35 Fed., 866; *Chicago, B. & Q. R. Co. v. Dey*, 38 Fed., 656.

SEC. 2139. Complaint of violation of schedule. When any person in his own behalf, or in behalf of a class of persons similarly situated, or a firm, corporation or association, or any mercantile, agricultural or manufacturing society, or any body politic or municipal organization, shall make complaint to the board of railway commissioners that the rate charged or published by any railway company, or the maximum rates fixed by the board in the schedule of rates made by it, or the maximum rate fixed by law, is unreasonably high or discriminating, the board shall investigate the matter, and, if the charge appears to be well founded, fix a day for hearing the same, giving the railway company notice of the time and place thereof by mail, directed to any division superintendent, general or assistant superintendent, general manager, president or secretary of such company, which notice shall contain the substance of the complaint, also the person or persons complaining. [Same, § 18.]

SEC. 2140. Hearing—evidence. Upon the hearing the board shall receive any evidence and listen to any arguments offered or presented by either party relevant to the matter under investigation, and the burden of proof shall not be upon the person or persons making the complaint; but it shall add to the showing made at such hearing whatever information it may then have, or can obtain from any source, including schedules of rates actually charged by any railway company for substantially the same kind of service, in this or any other state. The lowest rates published or charged by any railway company for substantially the same kind of service whether in this or another state, shall, at the instance of the person or persons complaining, be accepted as *prima facie* evidence of a reasonable rate for the services under investigation; and if the railway company complained of is operating a line of railroad beyond the state, or has a traffic arrangement with any such railway company, the same shall be taken into consideration in determining what is a reasonable rate; if it be operating a line of railway beyond the state, the rate charged or established for substantially a similar or greater service by it in another state shall also be considered. [Same, § 19.]

SEC. 2141. Determination. After such hearing and investigation, the board shall fix and determine the maximum charges to be thereafter made by the railroad company or common carrier complained of, which charge shall in no event exceed the one now or hereafter fixed by law; and the board shall render their decision in writing, and shall spread the same at length in the record to be kept for that purpose; such decision shall specifically set out the sums or rate which the railroad company or common carrier so complained of may thereafter charge or receive for the service therein named, and including a classification of such freight; and the board shall not be limited in their said decision and the schedule to be contained therein to the specific case or cases complained of, but it shall be extended to all such rates between points in this state, and whatever part of the line of railway of such company or common carrier within this state may have been fairly within the scope of such investigation; and any such decision so made and entered on record

of the board, including any such schedules and classifications, shall, when duly authenticated, be received and held in all suits brought against any such railroad corporation or common carrier, wherein is in any way involved the charges of any such corporation or carrier mentioned in said decisions, in any of the courts of this state, as *prima facie* evidence that the rates therein fixed are reasonable maximum rates, the same as the schedule made by the board as provided in section twenty-one hundred and thirty-eight hereof; and the rates and classifications so established, after such hearing and investigation, shall, from time to time thereafter, upon complaint duly made, be subject to revision by the board, the same as any other rates and classifications. [Same, § 20.]

SEC. 2142. Proceedings of commissioners. The board may in all cases conduct its proceedings, when not otherwise prescribed by law, in such manner as will best conduce to the proper dispatch of business and the attainment of justice. A majority of the board shall constitute a quorum for the transaction of business, but no commissioner shall participate in any hearing or proceeding in which he has any pecuniary interest. It may from time to time make or amend such general rules or orders as may be necessary for the preservation of order and the regulation of proceedings before it, including forms of notice and the service thereof, which shall conform as nearly as may be to those in use in the courts of the state. Any party may appear before it and be heard in person or by attorney. Every vote and official action thereof shall be entered of record, and, upon the request of either party or person interested, its proceedings shall be public. It shall have a seal of which courts shall take judicial notice. [Same, § 21.]

SEC. 2143. Annual reports from companies. The board shall require annual reports from all common carriers subject to the provisions of this chapter to be made at the same time they make report to the executive council, to cover the same period, and prescribe the manner in which specific answers to all questions upon which it may need information shall be made. Such report shall show in detail the amount of capital stock issued, the amounts paid therefor, and manner of payment; the dividends paid; surplus fund, if any; number of stockholders; the funded and floating debts and the interest paid thereon; the cost and value of the carrier's property, franchises and equipment; the number of locomotive engines and cars used in the state, and the number supplied with automatic safety couplers, and the kind and number of brakes used, and the number of each; the number of employes and the salaries paid each class; the amounts expended for improvements each year, how and where expended and the character of such improvements; the earnings and receipts from each branch of business and from all sources; the operating and other expenses; the balance of profit and loss, and a complete exhibit of financial operations thereof each year, including an annual balance sheet. Such reports shall also contain such information in relation to rates or

regulations concerning fares or freights, or agreements, arrangements or contracts with other carriers, and other statistics of the road and its transportation, as the board may require; and it may prescribe uniformity and methods of keeping accounts, as near as may be, and fix a time when such regulations shall take effect. The board may also require of any and all common carriers subject to the provisions of this chapter such other reports, and fix the time for filing the same, as in its judgment shall be necessary and reasonable, which reports shall be in such form, and concerning such subjects, and be from such sources as it shall direct, except as otherwise provided herein. Any corporation, company or individual owning or operating a railway within the state, neglecting or refusing to make the required reports by the date fixed, or fixed by the board, shall be subject to a penalty of one hundred dollars for each and every day of delay in making the same after the date thus fixed. [24 G. A., ch. 27; 23 G. A., ch. 18; 22 G. A., ch. 28, § 22; 17 G. A., ch. 77, §§ 5-7; C. '73, §§ 1280-2.]

SEC. 2144. Extortion—penalty. If any railway corporation or carrier subject to the provisions of this chapter shall charge, collect, demand or receive more than a fair and reasonable rate of toll or compensation for the transportation of passengers or freight of any description, or for the use and transportation of any railway car upon its track or any of the branches thereof, or upon any railroad within the state which it has the right, license or permission to use, operate or control or shall make any unjust and unreasonable charge prohibited in this chapter, it shall be deemed guilty of extortion, and be dealt with as hereinafter provided; and if any such railroad corporation or common carrier shall be found guilty of any unjust discrimination as defined in this chapter, it shall upon conviction thereof, be dealt with as hereinafter provided. [22 G. A., ch. 28, § 23; 17 G. A., ch. 77, §§ 12, 13.]

SEC. 2145. Discrimination—punishment. If any such railway corporation shall charge, collect or receive for the transportation of any passenger or freight of any description upon its railroad, for any distance within the state, a greater amount of toll or compensation than is at the same time charged, collected or received for the transportation in the same direction of any passenger or like quantity of freight of the same class, over a greater distance of the same railway; or if it shall charge, collect or receive at any point upon its road a higher rate of toll or compensation for receiving, handling or delivering freight of the same class and quantity than it shall at the same time charge, collect or receive at any other point upon the same railway; or if it shall charge, collect or receive for the transportation of any passenger or freight of any description over its railway a greater amount as toll or compensation than shall at the same time be charged, collected or received by it for the transportation of any passenger or like quantity of freight of the same class being transported in the same direction over any portion of the same railway of equal distance; or if it shall charge, collect or receive from any person a higher or greater

amount of toll or compensation than it shall at the same time charge, collect or receive from any other person for receiving, handling or delivering freight of the same class and like quantity at the same point upon its railway; or if it shall charge, collect or receive from any person for the transportation of any freight upon its railway a higher or greater rate of toll or compensation than it shall at the same time charge, collect or receive from any other person or persons for the transportation of the like quantity of freight of the same class being transported from the same point in the same direction over equal distances of the same railway; or if it shall charge, collect or receive, from any person for the use and transportation of any railway car or cars upon its railroad for any distance, a greater amount of toll or compensation than is at the same time charged, collected or received from any other person for the use and transportation of any railway car of the same class or number, for a like purpose, being transported in the same direction over a greater distance of the same railway; or if it shall charge, collect or receive from any person for the use and transportation of any railway car or cars upon its railway a higher or greater compensation in the aggregate than it shall, at the same time, charge, collect or receive from any other person for the use and transportation of any railway car or cars of the same class for a like purpose, being transported from the same original point in the same direction, over an equal distance of the same railway; all such discriminating rates, charges, collections or receipts, whether made directly or by means of any rebate, drawback, or other shift or evasion, shall be received as *prima facie* evidence of the unjust discriminations prohibited by this chapter; and it shall not be a sufficient excuse or justification thereof on the part of said railway corporation that the station or point at which it shall charge, collect or receive less compensation in the aggregate for the transportation of such passenger or freight, or for the use and transportation of such railway car the greater distance than for the shorter distance, is a station or point at which there exists competition with another railway or other transportation line. This section shall not be construed so as to exclude other evidence tending to show any unjust discrimination in freight or passenger rates. The provisions of this section shall apply to any railway, the branches thereof, and any road or roads which any railway corporation has the right, license or permission to use, operate or control, wholly or in part, within this state; but shall not be so construed as to prevent railway corporations from issuing commutation, excursion or thousand-mile tickets, if the same are issued alike to all applying therefor. [22 G. A., ch. 28, § 24.]

SEC. 2146. Discrimination as to quantity. No such common carrier shall charge, collect, demand or receive more for transporting a car of freight than it at the same time charges, collects, demands or receives per car for several cars of a like class of freight over the same railway, for the same distance, in the same

direction; nor charge, collect, demand or receive more for transporting a ton of freight than it charges, collects, demands or receives per ton for several tons of freight under a carload of a like class over the same railway, for the same distance, in the same direction; nor charge, collect, demand or receive more for transporting a hundred pounds of freight than it charges, collects, demands or receives per hundred for several hundred pounds of freight, under a ton, of a like class, over the same railway, for the same distance, in the same direction; and all such discriminating rates, charges, collections or receipts, whether made directly or by means of any rebate, drawback, or other shift or evasion, shall be received as *prima facie* evidence of the unjust discrimination prohibited by this chapter; but for the protection and development of any new industry within the state, such railway company may grant concessions or special rates for any agreed number of carloads, which rates shall first be approved by the board of commissioners, and a copy thereof filed in its office. [Same, § 25.]

SEC. 2147. Penalty for discrimination. Any such corporation guilty of extortion, or of making any unjust discrimination as to passenger or freight rates, or the rates for the use and transportation of railway cars, or in receiving, handling or delivering freights, shall, upon conviction thereof, be fined in any sum not less than one thousand nor more than five thousand dollars for the first offense, and for each subsequent offense not less than five thousand nor more than ten thousand dollars,—such fine to be imposed in a criminal prosecution by indictment; or shall be subject to the liability prescribed in the next succeeding section, to be recovered as therein provided. [Same, § 26.]

SEC. 2148. Forfeiture. Any such railway corporation guilty of extortion, or of making any unjust discrimination as to passenger or freight rates, or the rates for the use and transportation of railway cars, or in receiving, handling or delivering freights, shall forfeit and pay to the state not less than one thousand nor more than five thousand dollars for the first offense, and not less than five thousand nor more than ten thousand dollars for each subsequent offense, to be recovered in a civil action in the name of the state; and the release from liability or penalty provided for in this chapter shall not apply to a criminal prosecution under the last preceding section, or to a civil action under this section. [Same, § 27.]

SEC. 2149. Suits by commissioners. When the board has reason to believe that any railway corporation or carrier subject to the provisions of this chapter has been guilty of extortion or unjust discrimination, it shall immediately cause actions to be commenced and prosecuted against such railway corporations or carrier, which may be brought in any county of the state through or into which the line of the corporation sued may extend, and it may on behalf of the state employ counsel to assist the attorney-general in conducting such actions. No actions thus commenced shall be dismissed unless they and the attorney-general consent thereto. The court in

its discretion may give preference to such actions over all other business, except criminal cases. [Same, § 28.]

SEC. 2150. Free transportation or reduced rates. Nothing in this chapter shall apply to the transportation, storage or handling of property free or at reduced rates for the United States, this state, or municipal governments, by common carriers, nor for charitable purposes, or to and from fairs and expositions for exhibition thereat, nor for the employes thereof or their families, or private property or goods for the family use of such employes, nor from giving reduced rates to the quartermaster-general of Iowa for the transportation of officers or enlisted men of Iowa national guard, when traveling under the orders of the commander-in-chief, or to ministers of religion, nor from giving free transportation to their own officers and employes, and their families dependent upon them for support, nor to persons in charge of live stock being shipped, from point of shipment to destination and return, nor to prevent the officers of any railway company from exchanging passes or tickets with other railroad companies for their officers and employes; and nothing in this chapter shall in any way abridge or alter the remedies now existing at common law or by statute, but the provisions thereof are in addition to such remedies. [26 G. A., ch. 34; 22 G. A., ch. 28, § 29.]

SEC. 2151. Commissioners transported free. The commissioners and their secretary shall be carried free, while performing their duties, on all railroads and trains in the state, and may take with them experts or other agents, who shall be carried free. [23 G. A., ch. 28, § 30.]

SEC. 2152. Joint rates. The preceding sections of this chapter shall not be construed to prohibit the making of rates by two or more railway companies for the transportation of property over two or more of their respective lines within the state; and a less charge by each of said companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the state shall not be considered a violation of said chapter, and shall not render such company liable to any of the penalties thereof; but the provisions of this section shall not be construed to permit railway companies establishing joint rates to make thereby any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by this chapter. [23 G. A., ch. 17, § 1.]

SEC. 2153. Connecting lines. All railway companies doing business in this state shall, upon the demand of any person or persons interested, establish reasonable joint through rates for the transportation of freight between points upon their respective lines within this state, and shall receive and transport freight and cars over such route or routes as the shipper shall direct. Car-load lots shall be transferred without unloading from the cars in which such shipments were first made, unless such unloading into other cars shall be done without charge therefor to the shipper or receiver of

such cars lots, and unless such transfer be made without unreasonable delay; and less than car-load lots shall be transferred into the connecting railway's cars at cost, which shall be included in and made a part of the joint rate adopted by such railway companies, or established as provided in this chapter. [Same, § 2.]

This provision relating to the establishment of joint rates over connecting lines within the state, held not unconstitutional: *Burlington, C. R. & N. R. Co. v. Dey*, 82-312.

It will be presumed that the railroad commissioners will rightly discharge their duties, and will fix reasonable and just joint through rates. If these officers fail in their duty, from errors of judgment or from other causes, the railroads may cause their action to be reviewed and corrected: *Ibid.*

The railroad companies are not compelled to enter involuntarily into contract relations with each other, but the statute simply provides that in case of failure to adopt joint rates, the railroad commissioners shall prescribe them, and the company shall not be permitted to charge more: *Ibid.*

SEC. 2154. Reasonable through rates—no discrimination. When shipments of freight to be transported between different points within the state are required to be carried by two or more railway companies operating connecting lines, such railway companies shall transport the same at reasonable through rates, and shall at all times give the same facilities and accommodations to local or state traffic as they give to interstate traffic over their lines of road. [Same, § 2.]

SEC. 2155. Schedules of joint rates. In the event that said railway companies fail to establish through joint rates, or fail to establish and charge reasonable rates for such through shipments, it shall be the duty of the board of railroad commissioners, upon the application of any person interested, to establish such rates for the shipment of freight and cars over two or more connecting lines of railroad in the state; and in the making thereof, and in changing or revising the same, they shall be governed, as nearly as may be, by the provisions of the preceding sections of this chapter, and shall take into consideration the average of rates charged by said railway companies for shipments within this state for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines, for joint interstate shipments for like distances. The rates established by the board shall go into effect within ten days after the same are promulgated, and from and after that time a schedule thereof shall be *prima facie* evidence in all the courts of this state that the rates therein fixed are just and reasonable for the joint transportation of freight and cars upon the railroads for which such schedules have been fixed. [24 G. A., ch. 25; 23 G. A., ch. 17, § 3.]

The joint rates fixed by commissioners are not absolute, but *prima facie* evidence only of their reasonableness and justness: *Burlington, C. R. & N. R. Co. v. Dey*, 82-312.

A rate fixed to govern two or more roads as to the shipment which passes over all of them is in legal effect a joint rate and a schedule for such rates is to be adopted in pursuance of the provisions of these sections and not under other sections authorizing the commissioners to establish a general schedule: *State v. Chicago, B. & Q. R. Co.*, 90-594.

Therefore a schedule of such joint rates can be adopted on notice only as required by these sections and cannot be treated as an amendment or modification of the schedule of rates under the general sections providing for a schedule even though the rates under the joint rate schedule are simply a proportion of the rates under the general schedule: *Ibid.*

SEC. 2156. Division of joint rates. Before the promulgation of such rates, the board shall notify the railroad companies interested of the schedule of joint rates fixed, and give them a reasonable time thereafter to agree upon a division of the charges provided for therein. If such companies fail to agree upon a division, and to notify the board thereof, it shall, after a hearing of the companies interested, decide the same, taking into consideration the value of terminal facilities and all the circumstances of the haul, and the division so determined by it shall, in all controversies or actions between the railway companies interested, be *prima facie* evidence of a just and reasonable division thereof. [23 G. A., ch. 17, § 4.]

SEC. 2157. Unreasonable charges—penalty. Every unjust and unreasonable charge for the transportation of freight and cars over two or more railroads in this state is prohibited, and every company making such unreasonable and unlawful charges, or otherwise violating the provisions of this chapter, shall be punished as provided in this chapter for the making of unreasonable charges for the transportation of freight and cars over a single line of railroad by a single railway company. [Same, § 5.]

CHAPTER 71, LAWS 28 G. A.

SALE AND REDEMPTION OF PASSENGER TICKETS.

To regulate the sale, and require the redemption of, passenger tickets by common carriers. (Amending chapter 7, title X of the code.)

SECTION 1. Common carriers to redeem tickets. It shall be the duty of every railroad company, corporation, person or persons acting as common carriers of passengers in the state of Iowa, to provide for the redemption, at the place of purchase and at the general passenger agent's office of said carrier of the whole or any integral part of any passenger ticket or tickets that such carrier may have sold, as the purchaser or owner has not used for passage or received transportation for which such ticket should have been surrendered; and said carrier shall there redeem the same at a rate which shall equal the difference between the price paid for the whole ticket and the cost of a ticket between the points for which said ticket has been actually used, and no carrier shall limit the time in which redemption shall be made to less than ten days from date of sale at the place of purchase and six months from sale at general passenger agent's office.

SEC. 2. Notice posted. No railroad company, corporation, person or persons doing business in the state of Iowa, as common carrier of passengers, whose rate of fare is regulated by statute of this state, shall sell or issue to any person at the maximum rate allowed by law, any ticket or tickets bearing any condition or limitation as to the time of use, or as to transferability, without first providing for the redemption of said ticket, as directed by the preceding section hereof, and also having notice of such provision and privilege of redemption conspicuously posted at each place where sales of tickets are made by such common carriers in this state. A failure to provide for the redemption of such ticket or to give notice as above provided shall make all conditions and limitation as to time of use or transferability of no force or effect.

SEC. 3. Penalty. Any railroad company, corporation, person or persons, who as common carriers shall sell or issue tickets as set forth in the preceding sections, and shall refuse or neglect to redeem the same, as by said sections provided, within ten days of date of demand, shall forfeit and pay to the owner of such ticket the purchase price of said ticket, and the further sum of one hundred dollars.

SEC. 4. Mileage books. Nothing in this act shall prohibit the sale of mileage books or tickets, at less than the maximum rates allowed by law, bearing reasonable conditions of limitation as to the right of use for passage.

Approved April 4, 1900.

CHAPTER 8.

OF TELEGRAPH AND TELEPHONE LINES.

SECTION 2158. Right of way. Any person or firm, and any corporation organized for such purpose, within or without the state, may construct a telegraph or telephone line along the public roads of the state, or across the rivers or over any lands belonging to the state or any private individual, and may erect the necessary fixtures therefor. When any road along which said line has been constructed shall be changed, the person, firm or corporation shall, upon ninety days' notice in writing, remove said lines to said road as established. The notice may be served upon any agent or operator in the employ of such person, firm or corporation. [19 G. A., ch. 104; C. '73, § 1324; R., § 1348; C. '51, § 780.]

Both telegraph and telephone are used for distant communication by means of wire stretched over different jurisdictions. The fundamental principle in each, by which communication is procured, is the same, and prior to any mention of telephone companies it was held that the statutes with reference to telegraph companies were in general applicable to telephone companies: *Iowa Union Telephone Co v. Board of Equalization*, 67-250; *Franklin v. Northwestern Telephone Co.*, 69-97.

As to taxation of such companies, see §§ 1328-1332.

SEC. 2159. How constructed. Such fixtures shall not be so constructed as to incommode the public in the use of any road or the navigation of any stream; nor shall they be set up on the private grounds of any individual without paying him a just equivalent for the damage he thereby sustains. [C. '73, § 1325; R., § 1349; C. '51, § 781.]

SEC. 2160. Damages assessed. If the person over whose lands such telegraph or telephone line passes claims more damages therefor than the proprietor of such line is willing to pay, the amount thereof may be determined in the same manner as provided for taking private property for works of internal improvement. [C. '73, § 1326; R., § 1350; C. '51, § 782.]

SEC. 2161. Liability for refusing to transmit messages. If the proprietor of any telegraph or telephone line within the state, or the person having the control and management thereof, refuses to furnish equal facilities to the public and to all connecting lines for the transmission of communications in accordance with the nature of the business which it undertakes to carry on, or to transmit the same with fidelity and without unreasonable delay, the law in relation to limited partnerships, corporations, and to the taking of private property for works of internal improvement, shall not longer apply to them, and property taken for the use thereof without the consent of the owner may be recovered by him. [C. '73, § 1327; R., § 1351; C. '51, § 783.]

SEC. 2162. Penalty. Any person employed in transmitting messages by telegraph or telephone must do so with fidelity and without unreasonable delay, and if any one wilfully fails thus to transmit them, or intentionally transmits a message erroneously, or makes known the contents of any message sent or received to any person except him to whom it is addressed, or his agent or attorney, or wilfully and wrongfully takes or receives any telegraph or telephone message, he is guilty of a misdemeanor. [C. '73, § 1328; R., § 1352; C. '51, § 784.]

This does not excuse an operator from producing the telegrams which have passed between parties when subpoenaed as a witness in an action between them as to the transaction to which they relate: *Woods v. Miller*, 55-168.

SEC. 2163. Liable for mistakes. The proprietor of a telegraph or telephone line is liable for all mistakes in transmitting or receiving messages made by any person in his employment, or for any unreasonable delay in their transmission or delivery, and for all damages resulting from failure to perform the foregoing or any other duty required by law, the provisions of any contract to the contrary notwithstanding. [C. '73, § 1329; R., § 1353; C. '51, § 785.]

A telegraph company enjoys a public use and eminent domain may be exercised in its behalf, and its rates may be regulated by legislation. Also it is bound to serve all alike and to exercise due care in the discharge of its duties: *Mentzer v. Western Union Tel. Co.*, 62 N. W., 1.

While it is not an insurer of the delivery of messages, it is liable for negligence in transmitting or delivering, and this liability is either in contract or tort: *Ibid.*

Whether the action against the company is founded in contract or in tort, it is liable for mental suffering which could reasonably have been anticipated as the consequence of the negligent failure to deliver a message: *Ibid.*

A company may insert, in a contract under which a message is sent, a condition exempting it from liability for mistake made from unavoidable causes, provided proper instruments have been used and proper care and skill exercised by the company's employees to avoid or prevent mistake; but it cannot make general printed regulations which shall have the effect to relieve it from liability for improper conduct or negligence of its servants: *Sweatland v. Ill. and Miss. Tel. Co.*, 27-433; *Manville v. Western Union Tel. Co.*, 37-214.

Where the company has been released from liability except for its own negligence the party seeking to recover from it must make out such negligence: *Ibid.*

A telegraph company may contract to restrict its liability, but it cannot contract against its own negligence in failing to transmit and deliver a message: *Harkness v. Western Union Tel. Co.*, 73-190.

A telegraph company cannot, by contract, excuse itself from liability for negligent failure to transmit a message: *Garrett v. Western Union Tel. Co.*, 83-257.

Where the company failed to send a message directing that the markets be forwarded to the sender, he being a cattle buyer, *held*, that the company was liable for loss of the sender incurred in the purchase of cattle by reason of not being advised as to the market price: *Ibid.*

To entitle a party to recover for a mistake in the transmission of a message he must prove something more than mistake and damage. He must show that the mistake was caused by the fault of the company, and that it might have been avoided if defendant's instruments had been good ones and its agents had been skillful operators and exercised the proper diligence in respect to the transmission and receipt of the message in question: *Aikin v. Western Union Tel. Co.*, 69-31.

An instruction imposing liability upon a company upon proof of a mistake without evidence of negligence, and also the burden of proving that there was no negligence by reason of the mistake occurring through uncontrollable causes, *held* erroneous: *Ibid.*

In an action to recover damages for mistake in the transmission of a message, *held*, that the plaintiff to whom the message was delivered might testify as to what the message directed, as tending to show his good faith in acting thereunder, such evidence bearing upon the question whether the plaintiff, in the exercise of ordinary diligence and intelligence was authorized to interpret the language of the dispatch as he did: *Ibid.*

An action for mistake in the transmission of a message from a broker to his principal may be brought by the principal in his own name: *Ibid.*

Where an agent sends or receives a telegram for the benefit and use of an undisclosed principal, such principal may recover damages sustained by reason of the negligence or delay of the company in delivering it, and the recovery cannot be limited to the amount which the agent could have recovered for damages sustained by him individually: *Harkness v. Western Union Tel. Co.*, 73-190.

The action against a telegraph company for non-delivery of a message may be brought by the person to whom the message is addressed: *Mentzer v. Western Union Tel. Co.*, 62 N. W., 1.

The person to whom a dispatch is sent, even though sent by one under no obligation to send it, may recover from the telegraph company damages caused by delay in the transmission: *Herron v. Western Union Tel. Co.*, 90-129.

Knowledge that a telegram relates to a proposed sale of property will charge the company with notice of any damages resulting from failure or delay to deliver it: *Ibid.*

The property proposed to be sold not having a market value, the damage will be the difference between what the property might have been sold for if the telegram had been promptly delivered and what it was actually sold for afterward in the exercise of reasonable diligence to effect a sale, the expense of keeping the property until such sale is effected being added: *Ibid.*

Failure to deliver promptly under the circumstances of the case, *held*, to have been the result of negligence on the part of the agent charged with delivering it: *Ibid.*

Where a person telegraphed a commission firm with which he was in the habit of doing business and with which he had an arrangement that when he telegraphed for market reports a failure to respond should indicate that there were no changes since the previous report, *held*, that there having been negligence on the part of the company in failing to deliver the telegram and the market having fallen the company was liable for the loss estimated on the basis of the fall of the market price, it having been known to the agent of the company that the plaintiff was in the business of buying cattle and was in the habit of telegraphing for the price on which to base such purchases: *Garrett v. Western Union Tel. Co.*, 92-449.

Also *held*, that the damage should be based on the difference in price in the Chicago market for which the cattle were bought and not on the prices in the Kansas City market, where the cattle were actually purchased: *Ibid*.

SEC. 2164. Negligence presumed—notice of claim. In any action against any telegraph or telephone company for damages caused by erroneous transmission of a message, or by unreasonable delay in delivery of a message, negligence on the part of the telegraph or telephone company shall be presumed upon proof of erroneous transmission or of unreasonable delay in delivery, and the burden of proof that such error or delay was not due to negligence upon its part shall rest upon such company; but no action for the recovery of such damages shall be maintained unless a claim thereof is presented in writing to such company, officer or agent thereof, within sixty days from time cause of action accrues. [26 G. A., ch. 108.]

CHAPTER 9.

OF EXPRESS COMPANIES.

SECTION 2165. Subject to regulations. All express companies operating and doing business in this state are hereby declared to be common carriers, and all laws, so far as applicable, now in force or hereafter enacted, regulating the transportation of property by railroad companies, shall apply with equal force and effect to express companies. [26 G. A., ch. 33, § 1.]

As to taxation of such companies, see §§ 1345, 1346.

SEC. 2166. Supervision by railroad commissioners—schedule of rates. The railroad commissioners of this state shall have general supervision of all express companies operating and doing business in this state; and shall inquire into any unjust discrimination, neglect or violation of the laws of this state governing common carriers, by any express company doing business therein, or by the officers, agents or employes thereof; and said railroad commissioners are empowered and directed to make for each express company doing business in this state, as soon as practicable, a schedule of reasonable maximum charges or rates for transporting any kind of property carried by such express company. [Same, § 2.]

TITLE XII, CHAPTER 6.

OF INTOXICATING LIQUORS.

SEC. 2396. Transportation (intoxicating liquors) by permit holder. Every permit holder is hereby authorized to ship to registered pharmacists and manufacturers of proprietary medicines intoxicating liquors to be used by them for the purpose authorized by law. All railway, transportation and express companies and other common carriers are authorized to receive and transport the same upon presentation of a certificate from the clerk of the district or superior court of the county where the permit holder resides, that such person is permitted to ship intoxicating liquors under the law of this state. [23 G. A., ch. 35, § 14.]

SEC. 2419. Transportation to one not holding permit. If any express or railway company, or any common carrier, or person, or any one as the agent or employe thereof, shall transport or convey to any person within this state any intoxicating liquors, without first having been furnished with a certificate from the clerk of the court issuing the permit, showing that the consignee is a permit holder and authorized to sell liquors in the county to which the shipment is made, such company, common carrier, person, agent or employe thereof, shall, upon conviction, be fined in the sum of one hundred dollars for each offense and pay the costs of prosecution, including a reasonable attorney's fee to be taxed by the court. The offense herein created shall be held committed and complete and to have been committed in any county in the state in which the liquors are received for transportation, through which they are transported, or in which they are delivered. The defendant in a prosecution under this section may show by a preponderance of the evidence as a defense that the character, circumstances and contents of the shipment were not known to him, or that the person to whom the shipment was made had complied with the provisions of this chapter relating to the mulct tax. [22 G. A., ch. 73, § 6; 21 G. A., ch. 66, § 10; 20 G. A., ch. 148, § 14; C. '73, § 1553; R., § 1580.]

A prior similar provision was held unconstitutional so far as it applied to the bringing of liquor from another state because an interference with interstate commerce: *Bowman v. Chicago & N. W. R. Co.*, 125 U. S., 465.

The statute does not forbid the transportation of liquors out of the state, but it does forbid the manufacture of liquors for purposes other than for sale according to the provisions of the statute. This construction does not render the statute unconstitutional as an interference with interstate commerce: *Pearson v. International Distillery*, 72-348.

A person employed by a wholesale dealer, not as a mere servant, but as the owner of means of transportation, to deliver liquor sold to purchasers, is a carrier within the meaning of this section: *State v. Campbell*, 76-122.

The right to bring liquor into the state in pursuance of interstate commerce involves also the right to sell the same in original packages: *Leisy v. Hardin*, 135 U. S., 100. As to selling in original packages, see notes to § 2382.

Liquors which are in the hands of the carrier for transportation into the state ceases to be exempt from seizure, as a part of interstate commerce, when they are placed by the carrier in a warehouse for delivery to consignee: *State v. Creeden*, 78-556.

Where it appears that a railway agent received at the railway platform and put into the depot a package which he had reasonable grounds to believe contained intoxicating liquor not shipped according to law, *held*, that he was properly convicted under this section: *State v. Rhodes*, 90-496.

Under the statute of the United States liquor shipped from another state becomes subject to state legislation with reference to the keeping and sale of intoxicating liquors the moment it crosses the boundary and enters the state: *Ibid*.

SEC. 2420. False statements. If any person, for the purpose of procuring the shipment, transportation, or conveyance of any intoxicating liquors within this state, shall make to any company, corporation or common carrier, or to any agent thereof, or other person, any false statement as to the character or contents of any box, barrel or other vessel or package containing such liquors; or shall refuse to give correct and truthful information as to the contents of any such box, barrel or other vessel or package so sought to be transported or conveyed; or shall falsely mark, brand or label such box, barrel or other vessel or package in order to conceal the fact that the same contains intoxicating liquors, for the purposes aforesaid; or shall by any device or concealment procure or attempt to procure the conveyance or transportation of such liquors as herein prohibited, he shall, upon conviction, be fined for each offense one hundred dollars and costs of prosecution, and the costs shall include a reasonable attorney fee to be taxed by the court, which shall be paid into the county fund, and be committed to the county jail until such fine and costs are paid. Any peace officer of the county under process or warrant to him directed shall have the right to open any box, barrel or other vessel or package for examination, if he has reasonable ground for believing that it contains intoxicating liquors, either before or while the same is being so transported or conveyed. [21 G. A., ch., 66, § 11.]

SEC. 2421. Packages labeled. It shall be unlawful for any common carrier or other person to transport or convey by any means, within this state, any intoxicating liquors; unless the vessel or other package containing such liquors shall be plainly and correctly labeled or marked, showing the quantity and kind of liquors contained therein, as well as the name of the party to whom they are to be delivered. And no person shall be authorized to receive or keep such liquors unless the same be marked or labeled as herein required. The violation of any provision of this section by any common carrier, or any agent or employe of such carrier, or by any other person, shall be punished the same as provided in the second preceding section, and liquors conveyed or transported or delivered without being marked or labeled as herein required, whether in the hands of the carrier or some one to whom they shall have been delivered, shall be subject to seizure and condemnation, as liquors kept for illegal sale. [22 G. A., ch. 73, § 7.]

CHAPTER 11.

SECTION 2508. Penalty—damages—transporting oils—use of oils for lighting passenger cars. If any person, company or corporation, or agent thereof, shall sell, or attempt to sell, any product of petroleum for illuminating purposes which has not been inspected and branded as in this chapter provided, or shall falsely brand any barrel or package containing such petroleum product, or shall refill with products of petroleum barrels or packages having the inspector's brand thereon, without erasing such brand and having the contents thereof inspected, and the barrel or package rebranded, or shall purchase, sell or dispose of any empty barrel or package without thoroughly removing the inspection brand, or shall knowingly or negligently sell, or cause to be sold, or shall use or cause to be used, any product of petroleum mentioned in this chapter not inspected and tested, except as otherwise authorized herein; or if any person shall adulterate with any substance for the purpose of sale or use any product of petroleum to be used for illuminating purposes in such a manner as to render it dangerous, or shall sell or offer for sale, or use any product of petroleum for illuminating purposes which will emit a combustible vapor at a temperature of less than one hundred and five degrees, standard Fahrenheit thermometer, closed test, except as otherwise provided in this section for illuminating railway cars, boats and public conveyances, and except that the gas or vapor thereof shall be generated in closed reservoirs outside the building to be lighted thereby, and except the lighter products of petroleum at a specific gravity of not less than seventy nor more than seventy-five degrees, when used in the Welsbach hydro-carbon incandescent lamp, and for street light by street lamps, or if any common carrier shall receive for transportation or transport in the state as freight any oil or fluid, whether composed wholly or in part of petroleum or its products, or of any substance which will ignite at a temperature of three hundred degrees Fahrenheit thermometer, open test; or if any such carrier of passengers shall burn any oil or fluid which will ignite at a temperature of three hundred degrees, for lighting any lamp, vessel or fixture of any kind in any railway passenger, baggage, mail or express car or boat or street railway car, stage coach, or other means of public conveyance; or if any inspector shall falsely brand any barrel or package, or shall practice any fraud or deceit in office, or be guilty of any official misconduct or culpable negligence to the injury of another, or shall deal or have any pecuniary interest, directly or indirectly, in any oils or fluids sold for illuminating purposes while holding such office, he or such person, company, corporation or agent shall be liable in a civil action for all damages which may be sustained on account thereof, and such inspector shall be fined in a sum not less than ten dollars nor more than one thousand dollars, or imprisoned in the county jail not exceeding six months, or be punished by both fine and imprisonment. [21 G. A., ch. 149, § 3; 20 G. A., ch. 185, §§ 1, 6, 7, 8, 10, 11, 13.]

To render an inspector liable in damages for injury resulting from falsely branding oil as of a certain grade when it was of a lower grade, it must appear that the inspector acted wilfully or negligently: *Hatcher v. Dunn*, 71 N. W., 343.

CHAPTER 12.

OF THE INSPECTION OF PASSENGER BOATS.

SECTION 2511. Inspectors. The governor shall appoint one or more suitable persons as inspectors of passenger boats, to hold office for two years from the first Monday in May in each even-numbered year, unless sooner removed, who shall qualify by taking an oath, to be indorsed upon the certificate of appointment, faithfully and honestly to discharge the duties of the office. [22 G. A., ch. 107, § 2.]

SEC. 2512. Certificates—fees. Any inspector, on the request of the owner, agent or master of any sail or steamboat upon the inland waters of the state having a carrying capacity of five or more passengers, shall carefully and thoroughly inspect such boat, its appliances and machinery, and, if found in proper condition and safe for the carriage of persons or passengers, give his certificate thereof, including therein the number of persons or passengers that may be carried, and on what waters; which certificate, or a copy thereof, shall be posted in a conspicuous place on the boat, and any boat so inspected and certified shall be entitled to run for the season following the date thereof. In like manner, upon the request of any pilot or engineer for a license as such, the inspector shall forthwith investigate the competency of the applicant, his acquaintance with and experience in his business, his habits as to sobriety, and other qualifications, and, if found capable of performing well his duties, and of good habits, he shall issue his certificate authorizing him to act as pilot or engineer, as the case may be, for five years from the date thereof, unless sooner revoked for cause, which revocation when made shall take effect upon approval by the governor. The inspector may charge and require advance payment for inspection, for each sailboat, one dollar, each steamboat with a capacity of not more than twenty persons, five dollars, those of greater capacity, ten dollars, and for each applicant for license as pilot or engineer, three dollars. [Same, §§ 3-5.]

SEC. 2513. Penalties. If any owner, agent or master of any sail or steamboat, having a capacity of carrying five or more persons, plying the inland waters of the state, shall hire, or offer to hire, such sail or steamboat for the carrying of persons, or receive persons thereon for hire, without first obtaining annually, before the boating season, a certificate as in this chapter required, or if such owner, agent or master, having obtained such certificate, shall permit or receive for carriage on such boat a greater number of persons

than authorized therein, or if any person shall act as pilot or engineer on any boat mentioned for which inspection and license are herein required, without first obtaining a license therefor, or if, having such license, he continues to follow such avocation after the same has been revoked, or has expired, he shall be fined in a sum not exceeding one thousand dollars, or imprisoned in the county jail not exceeding one year, or punished by both fine and imprisonment; but the provisions of this chapter shall not apply to vessels licensed by authority of the United States. [Same, §§ 1, 3, 4.]

SEC. 2514. Reports. Each inspector annually, on or before the first day of January, shall report to the governor the number and date of licenses granted pilots or engineers, to whom issued, the date thereof, the number of sail and steamboats inspected, the time and place of inspection, upon what waters to be used, and such other matters as may be considered useful or of general interest, with the total amount of fees received from all sources. [Same, § 6.]

By chapter 84, laws of the Twenty-eighth General Assembly, section 2512 amended by striking out in second line the words "any sail or steamboat" and inserting "boat other than rowboat;" also in twenty-first line striking out word "steamboat" and inserting "boat propelled by other power." Other sections made to conform to these amendments.

CHAPTER 13.

SHIPPING IMITATION BUTTER OR CHEESE.

SECTION 2516. Imitation butter or cheese. Every article, substitute or compound, save that produced from pure milk or cream from milk of cows, made in the semblance of or designed to be used for and in the place of butter, is imitation butter; and every article, substitute or compound, save that produced from pure milk or cream from milk of cows, made in the semblance of or designed to be used for and in the place of cheese, is imitation cheese. No one shall manufacture, have in his possession, offer to sell or sell, solicit or take orders for delivery, ship, consign or forward by any common carrier, public or private, and no common carrier shall knowingly receive or transport, any such imitation butter or cheese, except in the manner and subject to the regulations in this chapter provided. [25 G. A., ch. 46, §§ 2, 5; 21 G. A., ch. 52, §§ 1, 3; 19 G. A., ch. 170, § 4.]

SEC. 2517. Substitute for butter or cheese—regulations as to sale and use—transportation. A substitute for butter and cheese, not having a yellow color nor colored in imitation of butter and cheese as prohibited in the next section, may be manufactured, kept in possession, offered for sale, sold, shipped, consigned or forwarded by common carriers, public or private, if each tub, firkin, box or other package in which the same is kept, offered for sale, sold, shipped, consigned or forwarded shall have branded, stamped

or marked on the side or top thereof in the English language, in a durable manner, the words, "substitute for butter" or "substitute for cheese," as the case may be, the letters of the words to be not less than one inch in length by one-half inch in width. The defacing, erasure, canceling or removal of this brand or mark, with intent to mislead, deceive, or violate any provision of this chapter, is prohibited. Such substitute for butter or cheese may be kept, used or served as a food or for cooking in hotels, restaurants, lunch counters, boarding houses or other places of public entertainment, only in case the proprietor or person in charge of such place shall display and keep constantly posted a card opposite each table or other place where the guests or others are served with the same, which card shall be white, at least ten by fourteen inches in size, the words, "substitute for butter used here," or "substitute for cheese used here," as the case may be, printed in black Roman letters of the same size as herein required to be placed upon the tubs, firkins, boxes or other package in which substitute for butter or cheese is kept, and no other words or figures shall be printed thereon. No substitute for butter or cheese shall be offered for sale in the manufacturer's original package under the name of or for true butter or cheese made from the milk or cream of cows, nor shall any substitute for butter or cheese be offered for sale or sold unless the purchaser at the time was informed thereof, and, in addition, furnished with a printed statement in the English language in prominent type that the substance sold is such substitute, and giving the name and place of business of the maker. Nothing herein contained, however, shall be so construed as to prohibit the transportation of imitation butter or cheese through and across the state. [25 G. A., ch. 46, §§ 4, 7, 8; 25 G. A., ch. 45, § 1; 21 G. A., ch. 52, §§ 2, 5, 6, 9.]

CHAPTER 15.

FISH, BIRDS AND GAME,

SECTION 2555. Shipping out of state. No person, company or corporation shall at any time ship, take or carry out of this state any of the birds or animals named in this chapter; but it shall be lawful for any person to ship to any person within this state any game birds named, not to exceed one dozen in any one day, during the period when the killing of such birds is not prohibited; but he shall first make an affidavit before some person authorized to administer oaths that said birds have not been unlawfully killed, bought, sold or had in possession, are not being shipped for sale or profit, giving the name and post-office address of the person to whom shipped, and the number of birds to be so shipped. A copy of such affidavit, indorsed "a true copy of the original" by the person administering the oath, shall be furnished by him to the affiant,

who shall deliver the same to the railroad agent or common carrier receiving such birds for transportation, and the same shall operate as a release to such carrier or agent from any liability in the shipment or carrying of such birds. The original affidavit shall be retained by the officer taking the same, and may be used as evidence in any prosecution for violation of the sections of this chapter relating to game. Any person knowingly and wilfully swearing falsely to any material fact of said affidavit shall be guilty of perjury. [17 G. A., ch. 156, § 6.]

SEC. 2557. Receiving for transportation. If any railway or express company or other common carrier, or any of their agents or servants, receive any of the fish, birds or animals mentioned or referred to in this chapter for transportation or any other purpose, during the period hereinbefore limited and prohibited, or at any other time except in the manner provided in this chapter, he or it shall be punished by a fine of not less than one hundred nor more than three hundred dollars, or by imprisonment in the county jail for thirty days, or by both such fine and imprisonment.

TITLE XIV, CHAPTER 6.

CONVEYANCE OF REAL ESTATE.

SECTION 2939. Recording land grants. Every railroad company which owns or claims to own real estate in this state, granted by the government of the United States or this state to aid in the construction of its railroads, where it has not already done so, shall place on file and cause to be recorded, in each county wherein the real estate granted is situated, evidence of its title or claim of title, whether the same consists of patents from the United States, certificates from the secretary of the interior, or governor of this state, or the proper land office of the United States or this state. Where no patent was issued, reference shall be made in said certificate to the act or acts of congress, and the acts of the legislature of this state, granting such lands, giving the date thereof, and date of their approval under which claim of title is made; but where the certificate of the secretary of the interior or the patents contain real estate situated in more than one county, the secretary of state shall, upon the application of any railroad company or its grantee, prepare and furnish, to be recorded, a list of all the real estate situated in any one county so granted, patented or certified; and all such evidences of title shall be entered by the auditor upon the index, transfer and plat books. [18 G. A., ch. 186, § 1.]

SEC. 2940. Notice. Such evidence of title shall be filed with the recorder of deeds of the county in which the real estate is situated, who shall record the same, and place an abstract thereof

upon the index of deeds, so as to show the evidence of title; and the recording thereof shall be constructive notice to all persons, as provided in other cases of entries upon said index, and the recorder shall receive the same fees therefor as for recording other instruments. [Same, § 2.]

TITLE XV, CHAPTER 8.

MECHANICS' LIENS.

SEC. 3091. Lien on work of internal improvement. When such material has been furnished or labor performed in the construction, repair or equipment of any railroad, canal, viaduct or other similar improvements, the lien therefor shall attach to the erections, excavations, embankments, bridges, road-bed, and all land upon which the same may be situated, and the rolling stock and other equipment belonging to any such railroad, canal, viaduct or other company, all of which, except the easement or right of way, shall constitute the building, erection or improvement provided and mentioned in this chapter. [16 G. A., ch. 100, § 5.]

CHAPTER 10.

OF WAREHOUSEMEN, CARRIERS, HOTELKEEPERS.

SECTION 3122. Elevator or warehouse certificates. All persons, firms or corporations engaged in owning or dealing in grains, seeds or other farm products; the slaughtering of cattle, sheep and hogs, and dealing in the various products therefrom; the buying or selling of butter, eggs, cheese, dressed poultry or other commodities; who own or control the buildings wherein any such business is conducted, or such commodities stored, may issue elevator or warehouse certificates for any of such commodities actually on hand and in store, the property of the person, firm or corporation issuing such certificate, and may by such method sell, assign, transfer, pledge or incur such commodity to the amount described in such certificate. Such certificates shall contain the name and address of the person, firm or corporation using them, and the name and address of the party to whom issued, the location of the elevator, warehouse, building or other place where the commodity therein described is stored, the date of the issuance of such certificate, the quantity of each commodity therein mentioned, the brands or marks of identification thereon, if any, and be signed by the person or firm issuing the same, unless issued by a corporation, in which case they shall be signed by such corporation by its secretary or business manager, if it has such manager other than its secretary. [25 G. A., ch. 48; 24 G. A., ch. 44, § 1; 21 G. A., ch. 165, § 1.]

SEC. 3123. Declaration. Before any such person, firm or corporation is authorized to issue such elevator or warehouse cer-

tificates, he or it must file in the office of the recorder of deeds, in the county where any such elevator, warehouse or other building is situated, a written declaration, giving the name and place of residence or location of such person, firm or corporation, that he or it designs keeping or controlling an elevator, warehouse, crib or other place for the sale and storage of commodities mentioned in the preceding section, an accurate description of the elevator, warehouse, crib or other building to be kept or controlled, and where the same is or is to be located, the name or names of any person, other than the one making such declaration, who has any interest in such elevator, warehouse or other building, or in the land on which it is situated, such declaration to be signed and acknowledged by the party making the same before some officer authorized to take acknowledgments of instruments, and recorded in the chattel mortgage record, the party making such declaration to be treated as the vendor in indexing such declaration, and the public as vendee. [21 G. A., ch., 165, § 1.]

SEC. 3124. Effect of certificate—assignment. Each certificate issued by any person firm or corporation shall have printed on the back thereof a statement that the party issuing it has complied with the requirements of the preceding section, giving the book, page and name of the county where the record of such declaration may be found; and, when such certificate is so issued and delivered, it shall have the effect of transferring to the holder thereof the title to the commodities therein described or enumerated, and shall be assignable by written indorsement thereon, signed by the lawful holder thereof, which shall transfer the title of commodities therein enumerated, and be presumptive evidence of ownership in such holder. No record or other notice shall be necessary to protect the rights of the holder of the certificate as against subsequent purchasers of the property. [24 G. A., ch. 44, §§ 1, 4; 21 G. A., ch. 165, § 2.]

SEC. 3125. Registration of certificates and transfers. All certificates given under the provisions of this chapter shall be registered by the party issuing them in a book kept for that purpose, showing the date thereof, the number of each, the name of the party to whom issued, the quantities and kinds of commodities enumerated therein, and the brands or other distinguishing marks thereon, if any, which book shall be open to the inspection of any person holding any of the certificates that may be outstanding and in force, or his agent or attorney; and when any commodity enumerated in any such certificate is delivered to the holder thereof, or it in any other manner becomes inoperative, the fact and date of such delivery or other termination of such liability shall be entered in such register, in connection with the original entry of the issuance thereof. [24 G. A., ch. 44, § 2; 21 G. A., ch. 165, § 3.]

SEC. 3126. Property subject to certificate. No person, firm or corporation shall issue any elevator or warehouse certificate for any of the commodities enumerated in this chapter unless such property is actually in the elevator or warehouse or other

building mentioned therein as being the place where such commodity is stored, and it shall remain there until otherwise ordered by the lawful holder of such certificate, subject to the conditions of the contract between the warehouseman and the person to whom such certificate was issued, or his assignee, as to the time of its remaining in store; and no second certificate shall be issued for the same property or any part thereof while the first is outstanding and in force, nor shall any such commodities be by the warehouseman sold, incumbered, shipped, transferred or removed from the elevator, warehouse or other building where the same was stored at the time such certificate was issued, without the written consent of the holder thereof. [24 G. A., ch. 44, § 5; 21 G. A., ch. 165, § 4; C. '73, §§ 2172-4.]

Under similar provisions, *held*, that a warehouse receipt for grain, issued merely as collateral security for a loan of money, was in contravention of the statute and invalid: *Sexton v. Graham*, 52-181.

Whether a warehouse receipt will be valid if the intention in executing it is to create a mere lien, *quære*: *Lowe & Young*, 59-364.

SEC. 3127. Damages. Any one injured by the violation of any of the provisions of this chapter may recover his actual damages sustained on account thereof, and, if wilfully done, in addition thereto, exemplary damages in any sum not exceeding double the actual damages, which actual damages shall be found and returned by special verdict. [24 G. A., ch. 44, § 6; C. '73, § 2176.]

SEC. 3128. Penalties. Any person who shall wilfully alter or destroy any register of certificates provided for in this chapter, or issue any receipt or certificates without entering and preserving in such book the registered memorandum; or who shall knowingly issue any certificate herein provided for the commodity or commodities therein enumerated are not in fact in the building or buildings it is certified they are in; or shall, with intent to defraud, issue a second or other certificate for any such commodity, for which, or for any part of which, a former valid certificate is outstanding and in force; or shall, while any valid certificate for any part of the commodities mentioned in this chapter is outstanding and in force, sell, incumber, ship, transfer or remove from the elevator, warehouse or building where the same is stored, any such certified property, or knowingly permit the same to be done, without the written consent of the holder of such certificate; or if any person knowingly receives any such property or helps to remove the same, —he shall, upon conviction, be punished by fine not exceeding ten thousand dollars, or by imprisonment in the penitentiary not exceeding five years. [24 G. A., ch. 44, §§ 2, 3, 5; 21 G. A., ch. 165, §§ 3-5; C. '73, § 2175.]

Where a depositor received only scale tickets showing the amount of grain weighed, but did not receive any warehouse receipt, and the warehouseman shipped away the grain deposited until there was no grain remaining to answer for the claim of the depositor, *held*, that such scale tickets were not warehouse receipts, and that a person taking an assignment of the depositor's claim would be subject to the warehouseman's right to set off against the depositor's claim an indebtedness due from such depositor, which he could not have done if receipts had been issued and transferred: *Cathcart v. Snow*, 64-584.

SEC. 3129. Certificate as evidence—lien. All warehouse certificates or other evidences of the deposit of property, issued by any warehouseman, wharfinger or other person engaged in storing property for others, shall be in the hands of the holders thereof presumptive evidence that the title to the property therein described is in the holder of such instrument. Such property shall remain in store until otherwise ordered by the holder of such certificate or other evidence of deposit, and shall not be removed by such warehouseman, or knowingly suffered to pass from his control, without the written consent of the depositor or his assignee, and shall be subject to all just charges for storage thereof; and such warehouseman or other depositary shall have a lien thereon for such charges, and may retain possession thereof until they are paid. [C. '73, §§ 2171, 2173.]

A warehouse receipt which expresses a contract of bailment cannot be varied by parole evidence of a custom or usage or understanding for the purpose of showing that the intention of the parties was that the transaction should be regarded as a sale: *Marks v. Cass County Mill, etc., Co.*, 43-146; *Sexton v. Graham*, 53-181.

SEC. 3130. Unclaimed property—lien for charges. Property transported by, or stored or left with, any forwarding and commission merchant, express company, carrier, or bailee for hire shall be subject to a lien for the lawful charges thereon for the transportation and storage thereof, or charges and services thereon or in connection therewith; and if any such property shall remain in the possession, unclaimed, of any of the persons named in this section for three months, with the just charges thereon due and unpaid, such person shall first give notice of the amount of the charges thereon to the owner or consignee thereof, if his whereabouts is known, if not, he shall go before the nearest justice of the peace and make an affidavit, stating the time and place where such property was received, the marks or brands by which the same is designated, if any, and, if not, then such other description as may best answer the purpose of indicating what the property is, and the probable value of the same, and to whom consigned, also the charges paid thereon, accompanied by the original receipt for such charges and by the bill of lading, also any other charges due and unpaid, and whether the whereabouts of the owner or consignee is known to the affiant, and whether such notice was first given to him as herein provided; which affidavit shall be filed by the justice for the inspection of any one interested therein, and an entry made in the estray book of the substance of the affidavit, and a statement when, where and by whom made. [26 G. A., ch. 107; C. '73, §§ 2177-8.]

SEC. 3131. Sale—notice. If the property remains unclaimed and the charges unpaid, the person in possession, if the probable value does not exceed one hundred dollars, shall advertise the same for fourteen days, by posting notices in five of the most public places in the city or locality where said property is held, giving such description as will indicate what is to be sold; if the goods

exceed the probable value of one hundred dollars, the length of notice shall be four weeks, and there shall be a publication thereof for the same length of time in some newspaper of general circulation in the locality where the property is held, if there be one, and, if not, then in the next nearest newspaper published in the neighborhood, at the end of which period, if the property is still unclaimed or charges unpaid, it may be sold by him at public auction, between the hours of ten o'clock a. m. and four o'clock p. m., for the highest price the same will bring, which sale may be continued from day to day, by public announcement to that effect at the time of adjournment, until all the property is sold; and from the proceeds thereof all charges, costs and expenses of the sale shall be paid, which sale shall be conducted after the manner of sheriffs' sales, and like costs taxed for like services. [C. '73, § 2179.]

SEC. 3132. Perishable property. Fruit, fresh oysters, game and other perishable property thus held shall be retained twenty-four hours, and, if not claimed within that time and charges paid, after the proper affidavit is made as required by the second preceding section, may be sold either at public or private sale, in the discretion of the party holding the same, for the highest price that the same will bring, and the proceeds of the sale disposed of as provided in the last preceding section. In either case, if the owner or consignee of said unclaimed property resides in the same city, town or locality in which the same is held, and is known to the agent or party having the same in charge, then personal notice shall be given to him in writing that the goods are held subject to his order on payment of charges, and that, unless he pays the same and removes the property, it will be sold as provided by law. [C. '73, § 2180.]

SEC. 3133. Disposition of proceeds. After the charges on the property and the costs of sale have been taken out of the proceeds, the seller shall deposit the excess with the county treasurer of the county where the goods were sold, subject to the order of the owner, take a receipt therefor, and deposit the same with the county auditor. At the same time he shall also file a verified schedule of the property with the treasurer, giving the name of the consignee or owner, if known, of each piece of property sold, the sum realized from the sale of each separate package, describing the same, together with a copy of the advertisement hereinbefore provided for, and a full statement of the receipts of the sale, and the amount disbursed to pay charges and expenses of sale, which shall all be filed and preserved in the treasurer's office for the inspection of any one interested in the same. [C. '73, § 2181.]

SEC. 3134. Duty of treasurer—refunding to owner. If the money remains in the hands of the treasurer unclaimed, he shall place the same to the credit of the county in his next settlement, and if it so remains unclaimed for one year, it shall be paid to the school fund; but any claimant therefor may at any time within ten years appear before the board of supervisors and establish his right

to the same by competent legal evidence, in which case the original sum deposited shall be paid him out of the county treasury. [C. '73, § 2182.]

SEC. 3135. Common carriers—liability for baggage. Omnibus and transfer companies or other common carriers, and their agents, shall be liable for damages occasioned to baggage or other property belonging to travelers through careless or negligent handling while in the possession of said companies or carriers, and, in addition to the damages, the plaintiff shall be entitled to an allowance of not less than five dollars for every day's detention caused thereby, or by action brought to recover the same. [C. '73, § 2183.]

This section gives a remedy for damages to baggage, and for detention caused thereby. It does not authorize a recovery on account of detention of baggage or failure to deliver the same, nor for detention of the traveler unless it be on account of damages done to baggage: *Anderson v. Toledo, W. & W. R. Co.*, 32-86.

SEC. 3136. Cannot limit liability. No contract, receipt, rule or regulation shall exempt any corporation or person engaged in transporting persons for hire from the liability of a common carrier, or carrier of passengers, which would exist had no contract, receipt, rule or regulation been made. [C. '73, § 2184.]

See, also, § 2074, applicable to railway companies.

TITLE XVIII, CHAPTER 4.

PLACE OF BRINGING ACTION.

SEC. 3497. Against common carriers. An action may be brought against any railway corporation, the owner of stages, or other line of coaches or cars, express, canal, telegraph and telephone companies, and the lessees, companies or persons operating the same, in any county through which such road or line passes or is operated. [C. '73, § 2582.]

A railway company has a residence in any county through which its road passes and in which it transacts business: *Baldwin v. Mississippi & M. R. Co.*, 5-518; *Richardson v. Burlington & M. R. R. Co.*, 8-280.

A railroad, operating a line of road in the county at the time suit is commenced against it there, is subject to jurisdiction of the courts of that county: *Knott v. Dubuque & S. C. R. Co.*, 84-462.

A railway company doing business in the state so that action might be commenced against it as here provided cannot claim advantages of the provisions of the statute of limitations as to nonresidents: See notes to § 3451.

An action against a foreign railway company not operating a line of railway nor having any office in the state cannot be brought in the state on a cause of action arising out of business not transacted within the state by means of service of notice on an agent found within the state: *Elgin Canning Co. v. Atchison, T. & S. F. R. Co.*, 24 Fed., 866.

Bringing cars within the state with a patent air brake for purposes of exhibition does not authorize service upon the foreign corporation owning such cars: *Carpenter v. Westinghouse Air Brake Co.*, 32 Fed., 434.

Corporations operating railways within the state are subject to the jurisdiction of our courts the same as any person resident within the state: *Mooney v. Union Pacific R. Co.*, 60-346.

The provision as to telegraph companies was held applicable to telephone companies, before they were expressly mentioned, and authorized the bringing of action against such a company before a justice of the peace in any county through which the line of the company passed or was operated: *Franklin v. Northwestern Telephone Co.*, 69-97.

SEC. 3498. Against construction companies. An action may be brought against any corporation, company or person engaged in the construction of a railway, canal, telegraph or telephone line, on any contract relating thereto or to any part thereof, or for damages in any manner growing out of the work thereon, in any county where such contract was made, or performed in whole or in part, or where the work was done out of which the damage claimed arose. [C. '73, § 2583.]

Under this section, *held*, that where an action was brought by a subcontractor entitled to a mechanic's lien against the contractor for the construction of the railway on an agreement to pay the amount of such lien, such action was properly brought in the county through which the road was being constructed, and could not be removed, on the application of defendant, to the county of his residence: *Vaughn v. Smith*, 58-553.

The facts showing that the contract has been performed or the work done in the county in which suit is brought may be established by affidavit on the hearing of the motion, if defendant seeks to change the place of trial to the county of his residence: *Jordan v. Kavanaugh*, 63-152.

On motion for a change of venue the question as to plaintiff's right of recovery against a portion of defendants cannot be raised, as such a question must be determined upon demurrer: *Ibid.*

SEC. 3500. Office or agency. When a corporation, company or individual has an office or agency in any county for the transaction of business, any actions growing out of or connected with the business of that office or agency may be brought in the county where such office or agency is located. [C. '73, § 2585; R., § 2801; C. '51, § 1705.]

These provisions are permissive and not mandatory, and the suit, if against a nonresident, may be brought in the usual manner of commencing actions against nonresidents: *Dean v. White*, 5-266.

This section merely fixes the county in which suit shall be brought; it does not define the manner in which jurisdiction over the person is to be acquired: *Centennial Mut. L. Ass'n v. Walker*, 50-75.

One who accepts the benefits of a sale by a person claiming to act as his agent, or who accepts the benefits of a proposition made through and forwarded by him, thereby ratifies the transaction, so that an action arising therefrom may be brought in the county of such agency: *Milligan v. Davis*, 49-126.

A certain method of doing business between a firm and defendant, *held* such as to constitute the firm agents for defendant, and authorize an action against defendant growing out of the business of such agency to be brought in the county where the agency was located: *Ibid.*

An action by the agent against the principal for services as agent is connected with the business of the agency in such sense that suit against the principal may be brought in the county of such agency: *Ockerson v. Burnham*, 63-570.

The section does not limit the right to commence a suit in the county where the agency is located to the time during which the agency exists: *Ibid*.

This provision is also applicable to suits against a partnership brought in a justice's court, and the partnership may be considered a resident of the county in which the business is transacted, although none of its members are residents of such county: *Fitzgerald v. Grimmell*, 64-261.

A partnership may be considered as having a residence in the county in which it does business, though neither partner resides in such county: *Ruthven v. Beckwith*, 84-715.

The office or agency referred to is one established for the purpose of carrying on the business for which the corporation is organized. A foreign corporation does not subject itself to suit here by sending here an agent to advertise, make contracts, etc.: *Carpenter v. Westinghouse Air Brake Co.*, 32 Fed., 434.

Where it appeared that the business out of which the suit arose did not pertain to the agency, *held*, that the provisions of this section were not applicable in determining the place of bringing suit: *King v. Blair*, 69 N. W., 261.

This section has no reference to an agency which is not located, and applies to the place of business of the agent rather than to the relation between the principal and the agent; and where it appeared that if there was an agency it had no relation to any particular locality, *held*, that place of action could not be determined by the provisions of this section: *Wickens v. Goldstone*, 66 N. W., 896.

The state may prescribe as a condition on which a foreign insurance company may do business within the state that service upon an agent of the company shall give the courts of the state jurisdiction in an action against such company: *Fred Miller Brewing Co. v. Council Bluffs Ins. Co.*, 63 N. W., 565.

Where an insurance agent in Wisconsin was directed by the owner of property to secure insurance thereon, and negotiated for such insurance through another agent outside of the state who placed the insurance in defendant company which was not regularly doing business in that state without any direction on the part of the first agent as to the company in which the insurance should be secured, *held*, that the agent in Wisconsin to whom the application was made became the agent of the defendant company in the procuring of such insurance, and that under the laws of Wisconsin, service on such agent would give the court of that state jurisdiction of an action against the company: *Ibid*.

The issuing of policies of insurance outside of the state on property within it is the doing of business within the state such as to subject the company to statutory regulation: *Ibid*.

CHAPTER 6.

MANNER OF COMMENCING ACTIONS.

SEC. 3529. □ On agent of corporation. If the action is against any corporation or person owning or operating any railway or canal, or any telegraph, telephone, stage, coach or car line, or against any express company, or against any foreign corporation, service may be made upon any general agent of such corporation, company or person, wherever found, or upon any station, ticket or other agent or person transacting the business thereof or selling tickets therefor in the county where the action is brought; if there is no such agent in said county, then service may be had upon any such agent or person transacting said business in any other county. [C. '73, § 2611; C. '51, § 1727.]

Service upon the trackmaster of a railroad, *held* not sufficient to constitute service upon the company: *Richardson v. Burlington & M. R. R. Co.*, 8-260.

A railway corporation not operating a line of railway within the state, and not having any office or agency within the state, out of the business of which the cause of action arises, is not within the jurisdiction of the state or federal courts of Iowa, and a service upon one of its agents who may be found within the state will not confer jurisdiction: *Elgin Canning Co. v. Atchison, etc., R. Co.*, 24 Fed., 886.

A foreign corporation doing business in the state in such a way that it may be served with the notice under statutory provision cannot be deemed a nonresident in such sense that the statute of limitations will not run in its favor: *Wall v. Chicago & N. W. R. Co.*, 69-498.

The service here referred to is sufficient in an action in the federal court against a foreign railroad company doing business in Iowa: *Dinzy v. Illinois Cent. R. Co.*, 61 Fed., 49.

SEC. 3532. On agent, as to business of office or agency. When a corporation, company or individual has, for the transaction of any business, an office or agency in any county other than that in which the principal resides, service may be made on any agent or clerk employed in such office or agency, in all actions growing out of or connected with the business of that office or agency. [C. '78, § 2613; R., § 2827; C. '51, § 1705.]

Service cannot be made upon another agent of the same party than that who transacts the business out of which the action arises, and whose agency is of a different scope. In such cases the services must be made upon some one connected with the business out of which the action grows, and if made upon an agent not connected with such business, it is a case not of defective service, but of entire want of service: *State Ins. Co. v. Granger*, 62-272.

This section allows service upon the agent in a suit against the principal in matters connected with the agency, but the principal is not required to respond to service upon the agent of a notice of garnishment of the principal in a proceeding for the collection of a debt from the agent in no manner connected with the agency: *Upton Mfg. Co. v. Stewart*, 61-209.

Service on an agent of an insurance company whose business is to solicit and forward risks and whose residence is in the county is sufficient to constitute service upon the company. It is not necessary that he should be a general agent, have an office, or transact all business of the company in the county: *Farmers' Ins. Co. v. Highsmith*, 44-330.

A local insurance agent is not so employed in the general management of the business of the company that service can be made upon him in a suit against the company relating to a transaction not growing out of the business of his agency: *State Ins. Co. v. Waterhouse*, 78-674.

Where service was made upon one who had become agent for a nonresident corporation by a written contract, by the terms of which his agency had expired, but was still acting as agent for the completion of the business, *held*, that notice of an action brought to recover upon a breach of warranty in a sale made by the corporation through such agent was properly served upon him: *Gross v. Nichols*, 72-239.

This section does not authorize service upon a general agent, but upon any agent or clerk employed in an office or agency which the defendant may have for the transaction of its business: *Winney v. Sandwich Mfg. Co.*, 86-608.

If the agency for the prosecution of the business out of which the contract arose is discontinued, and the agent's authority revoked, service of process cannot be made upon such agent, though defendant keeps an agent in the same place for the transaction of other business: *Ibid*.

In a particular case, *held*, that it appeared that defendant maintained in the state such an agency as that service on the agent employed therein might be made with reference to the actions growing out of the business of such agency: *Bellows v. Litchfield*, 83-36.

Where service of an original notice was made on an agent, and the sufficiency of the service was questioned *held*, that, as the trial court had determined its

sufficiency, it could not be attacked in a collateral proceeding: *Schneitman v. Noble*, 75-120.

TITLE XXIV, CHAPTER 3.

OFFENSES AGAINST PROPERTY.

SEC. 4780. Burning mills, locks, dams, depots, etc. If any person wilfully and maliciously burn, either in the night or daytime, any warehouse, store, manufactory, mill, railroad depot, barn, stable, shop, office, outhouse or any building whatsoever of another, other than is mentioned in the preceding sections of this chapter, or any bridge, lock, dam or flume, he shall be imprisoned in the penitentiary not exceeding ten years. [C. '73, § 3884; R., § 4226; C. '51, § 2602.]

An indictment charging defendant with burning a certain "building, etc., called a barn," held sufficient, though in fact the building was not a barn but only a shed: *State v. Smith*, 28-565.

SEC. 4781. Setting fire with intent to burn. If any person set fire to any building, boat or vessel mentioned in the preceding sections of this chapter, or to any material with intent to cause any such building, boat or vessel to be burnt, he shall be imprisoned in the penitentiary not exceeding five years, or be fined not exceeding one thousand dollars and imprisoned in the county jail not more than one year. [C. '73, § 3885; R., § 4227; C. '51, § 2603.]

Where an indictment charged the setting of fire to material with intent to burn a building and also alleged the burning of the building, *held*, that the latter allegation was not a charge of a distinct crime under the preceding section, but was a statement of facts showing the intent, and the indictment did not therefore charge two offenses: *State v. Hull*, 83-112

The time of day is not an element of the offense provided for in this section: *State v. Tenneborn*, 92-551.

SEC. 4794. Breaking and entering car. If any person unlawfully break and enter any freight or express car which is sealed or locked, in which any goods, merchandise or other valuable things are kept for use, deposit or transportation, he shall be imprisoned in the penitentiary not more than five years, or be fined not exceeding one hundred dollars and imprisoned in the county jail not more than one year. [26 G. A., ch. 36.]

CHAPTER 4.

MALICIOUS MISCHIEF AND TRESPASS.

SEC. 4807. To highways, bridges, railways, telegraph lines, etc. If any person maliciously injure, remove, or destroy

any bridge, rail or plank road; or place or cause to be placed any obstruction on such bridge or road; or wilfully obstruct or injure any public road or highway; or maliciously cut, burn or in any way break down, injure or destroy any telephone or telegraph post, or in any way cut, break or injure the wires or any apparatus thereto belonging, he shall be imprisoned in the penitentiary not more than five years, or be fined not exceeding five hundred dollars and imprisoned in the county jail not exceeding one year. [C. '73, § 3979; R., § 4320; C. '51, § 2680.]

[Chapter 162, Acts 28 G. A.]

To amend section forty-eight hundred and seven (4807) of the code, relating to malicious mischief and trespass.

SEC. 1. Malicious injury to electric light and electric railway post or wires. That section four thousand eight hundred and seven (4807) of the code be amended as follows: By inserting in the fourth line thereof between the words "any" and "telephone" the words "electric light, electric railways."

Approved February 24, 1900.

SEC. 4809. Placing obstructions on railways. If any person shall wilfully and maliciously place any obstruction on the track of any railroad in the state, or remove any rail therefrom, or in any other way injure such railroad, or do any other thing thereto whereby the life of any person is or may be endangered, he shall be imprisoned in the penitentiary for life, or for any term not less than two years. [C. '78, § 3990; R., § 4331.]

It being found that the defendant knew the railroad was being used for the purpose of carrying freight and passengers, and intended to place the obstruction on the road, malice will be implied: *State v. Hessenkamp*, 17-25.

The fact that the land where the obstructions were placed on the track belonged to defendant, and the railroad company had no right of way over it or had violated the covenants of its contract with respect thereto, would be no defense in an action under this section: *Ibid*.

In a prosecution for obstructing the track of a railway, it is not necessary to allege or prove that the obstruction did actually obstruct and hinder trains *State v. Clemens*, 38-257.

See, also, § 4807 and notes.

[Chapter 127, Acts of 28 G. A., Relative to Railway Train Robbers.]

SEC. 1. Train robbery—penalty. That if any person shall stop or attempt to stop any railway passenger train, with intent to rob any person thereon, or to rob any coach attached thereto, or to rob any mail pouch, express safe, or box on such train; or shall wreck or attempt to wreck, derail or attempt to derail, any such train, by any means whatever, with intent to commit such robbery;

or shall obstruct or detain such train, or any locomotive, tender, coach, or car attached thereto, with such intent, or shall place upon any railway track, or under any engine, tender, coach, or car any explosive substance, with intent to obstruct, stop, detain, derail, or wreck such train, for the purpose of committing such robbery, or remove any spike, fish-plate, frog, rail, switch, tie, stringer, or appliance used on such railway, with intent to obstruct, stop, detain, derail, or wreck such train for the purpose of committing such robbery; or shall enter any locomotive, tender, coach, or car attached to such train and take or attempt to take possession thereof, for the purpose of committing such robbery; or shall rifle any coach, car, safe, box, or mail-pouch on such train; or shall with force and arms take and carry away any valuable thing whatever from such train, or from any person thereon; or shall intimidate, injure, wound, or maim any person thereon with intent to commit such robbery, he shall, upon conviction thereof, be imprisoned in the penitentiary at hard labor, for life, or for any term not less than ten years.

SEC. 4810. Shooting or throwing at train. If any person throw any stone or other substance whatever, or present or discharge any gun, pistol or other firearm at any railroad train, car or locomotive engine, he shall be guilty of a misdemeanor. [16 G. A., ch. 148, § 1.]

SEC. 4811. Jumping off cars in motion. If any person not employed thereon, or not an officer of the law in the discharge of his duty, without the consent of the person having the same in charge, get upon or off any locomotive engine or car of any railroad company while the same is in motion, or elsewhere than at the established depots of such company, or get upon, cling to or otherwise attach himself to any such engine or car for the purpose of riding upon the same, intending to jump therefrom when such engine or car is in motion, he shall be guilty of a misdemeanor. [Same, § 2.]

Where a person wrongfully jumps from a train in motion in violation of this section, the law will presume that an injury sustained by such act is the result of his own negligence: *Herman v. Chicago, M. & St. P. R. Co.*, 79-161.

Violation of this section will not constitute such contributory negligence as to defeat recovery on the part of the passenger injured in getting off of a moving train if the act is with the consent of the employe in charge of the train: *Galloway v. Chicago, R. I. & P. R. Co.*, 87-458.

A brakeman is in charge of a train in such sense as just referred to: *Ibid.*

Where the recovery for injury received while getting off of a train while in motion is sought to be defeated on the ground that such act was unlawful and constituted contributory negligence, plaintiff may, under allegation of freedom from contributory negligence, prove that the act was with the consent of the conductor: *Raben v. Central Iowa R. Co.*, 74-732.

One who is injured in attempting to get on board a train in motion and relies as an excuse for such act upon the permission of the conductor, must show that the conductor had authority to give such permission under the rules of the company: *Young v. Chicago, M. & St. P. R. Co.*, 69 N. W., 682.

SEC. 4812. Uncoupling locomotive or cars. If any person shall wilfully and maliciously uncouple or detach the locomotive or tender or any of the cars of any railroad train, or in any manner aid, abet or procure the doing of the same, such person shall be imprisoned in the penitentiary not exceeding five years, or fined not exceeding one thousand dollars, or both, at the discretion of the court. [19 G. A., ch. 112, § 1.]

SEC. 4813. Seizing and running locomotive. If any person shall unlawfully seize upon any locomotive, with or without any express, mail, baggage or other car attached thereto, and run the same upon any railroad, or aid, abet or procure the doing of the same, such person shall be imprisoned in the penitentiary not exceeding ten years, or fined not exceeding two thousand dollars, or both fined and imprisoned. [Same, § 2.]

SEC. 4814. Wrongfully running hand-car. If any person shall, without permission from the proper authority, wrongfully take or run any hand-car upon any railroad in this state, he shall be guilty of a misdemeanor; and if by such unlawful use of any hand-car any locomotive or car is thrown from the track, or a collision produced, or any person injured, he shall be imprisoned in the penitentiary for a term of not more than five years; and if thereby any person is killed, such person so offending shall be guilty of manslaughter. [Same, § 3.]

SEC. 4815. Interference with air-brake or bell-rope—arrest. If any person not an employe upon the railroad shall wrongfully interfere with any automatic air-brake or bell-rope upon any railroad car, or use the same for the purpose of stopping or in any way controlling the movement of the train, he shall be subject to the penalty provided in the preceding section; and any conductor or brakeman on a railroad train shall have power to arrest a person so offending and deliver him to some peace officer on the line of the railroad. [Same, § 4.]

SEC. 4816. Tapping telegraph or telephone wires. Any person who shall wrongfully or unlawfully tap or connect a wire with the telephone or telegraph wires of any person, company or association engaged in the transmission of messages on telephone or telegraph lines between the states or in this state, shall be fined not more than five hundred dollars, or imprisoned in the county jail not exceeding six months.

CHAPTER 5.

EMBEZZLEMENT.

SEC. 4844. Embezzlement by carrier or person intrusted. If any carrier or other person to whom any money, goods or other

property which may be the subject of larceny has been delivered to be carried for hire, or if any other person intrusted with such property, embezzle or fraudulently convert to his own use any such money, goods or other property, either in the mass as the same were delivered or otherwise, and before the same were delivered at the place or to the person where and to whom they were to be delivered, he is guilty of larceny. [C. '73, § 3910; R., § 4245; C. '51, § 2620.]

The offense here defined can only be committed upon property which "has been delivered to be carried for hire:" *State v. Stoller*, 38-321.

CHAPTER 9.

OFFENSES AGAINST MORALITY.

SEC. 4970. Cruelty to animals by railways, when transporting. No railway company in this state, in the carrying or transportation of cattle, sheep, swine or other animals, shall confine the same in cars for a longer period than twenty-eight consecutive hours, unless delayed by storm or other accidental cause, without unloading for rest, water and feeding for a period of at least five consecutive hours. In estimating such confinement, the time the animals have been confined without such rest on connecting railways from which they are received shall be computed, it being the intention of this section to prevent their continuous confinement beyond twenty-eight hours, except upon the contingencies before stated; and animals unloaded for rest, water and feeding shall be properly fed, watered and sheltered during such rest by the owners or persons in custody thereof, or, in case of their default in so doing, then by the railway company transporting them, at the expense of said owners or persons in custody thereof, and said company shall have a lien upon such animals for food, care and custody furnished, and shall not be liable for any detention of such animals authorized by this section. But when such animals shall be carried in cars in which they shall and do have proper food, water, space and opportunity for rest, the foregoing provisions in regard to their being unloaded shall not apply. Any railway company, owner or custodian of such animals, who shall fail to comply with the provisions of this section, shall, for each and every such offense, be liable for and forfeit and pay a penalty of not less than one hundred nor more than five hundred dollars. [C. '73, § 4032.]

CHAPTER 10.

OFFENSES AGAINST PUBLIC HEALTH.

SEC. 4978. Putting infected person on public conveyance. If any person shall place or put, or aid or abet in placing or putting, any person upon any railroad car, steamboat or other public conveyance, knowing such person to be infected with diphtheria, smallpox or scarlet fever, he shall be fined not more than one hundred dollars, or be imprisoned in the county jail not more than thirty days. [20 G. A., ch. 102; C. '73, § 4039; R., § 4375; C. '51, § 2729.]

CHAPTER 11.

OFFENSES AGAINST PUBLIC POLICY.

SEC. 5020. Bringing diseased cattle into state. Any person driving any cattle into the state, or any agent, servant or employe of any railroad or other corporation who shall carry, transport or ship any cattle into this state, or any railroad company or other corporation or person who shall carry, ship or deliver any cattle into this state, or the owner, controller, lessee or agent or employe of any stock yard, receiving into such stock yard, or in any other inclosure for the detention of cattle in transit or shipment or reshipment or sale any cattle brought or shipped in any manner into this state, which at the time they were either driven, brought, shipped or transported into this state, were in such condition as to infect with or to communicate to other cattle pleuro-pneumonia, or splenic or Texas fever, shall be fined not less than three hundred and not more than one thousand dollars, or be imprisoned in the county jail not exceeding six months, or both. [21 G. A., ch. 156, § 2; C. '73, § 4058.]

SEC. 5021. Action for damages. Any person who shall be injured or damaged by any acts prohibited in the preceding section, in addition to the remedy therein provided, may recover the actual damages sustained by him from the person, agent, employe or corporation therein mentioned, and neither said criminal proceeding nor said civil action shall be a bar to a conviction or to a recovery in the other. [21 G. A., ch. 156, § 3; C. '73, § 4059.]

The liability for damages under this section does not arise where there is no negligence on the part of the carrier, and the presumption of negligence arising from injury may be rebutted by showing that there was in fact no such negligence: *Furley v. Chicago, M. & St. P. R. Co.*, 90-149.

SEC. 5027. Blacklisting employes. If any person, agent, company or corporation, after having discharged any employe from his or its service, shall prevent or attempt to prevent, by word or writing of any kind, such discharged employe from obtaining employment with any other person, company or corporation, except

by furnishing in writing on request a truthful statement as to the cause of his discharge, such person, agent, company or corporation shall be punished by a fine not exceeding five hundred nor less than one hundred dollars, and shall be liable for all damages sustained by any such person. [22 G. A. ch. 57, § 1.]

SEC. 5028. Same by agents. If any railway company or other company, partnership or corporation shall authorize or allow any of its or their agents to blacklist any discharged employe, or attempt by word or writing or any other means whatever to prevent such discharged employe, or any employe who may have voluntarily left said company's service, from obtaining employment with any other person or company, except as provided for in the preceding section, such company or copartnership shall be liable in treble damages to such employe so prevented from obtaining employment. [Same, § 2.]

CHAPTER 13.

CHEATING.

SEC. 5054. Fraudulent destruction of boats, etc. If any person cast away, sink or otherwise destroy any raft, boat or vessel, within any county, with intent to defraud any owner or insurer thereof, or the owner or insurer of any property laden on board the same, or of any part thereof, he shall be imprisoned in the penitentiary not exceeding five years, or fined not exceeding two thousand dollars and imprisoned in the county jail not exceeding one year. [C. '73, § 4082; R., § 4403; C. '51, § 2753.]

SEC. 5055. Fitting out for that purpose. If any person lade, equip or fit out, or assist in lading, equipping or fitting out, any raft, boat or vessel, with intent that the same be cast away, burnt, sunk or otherwise destroyed, to injure or defraud any owner or insurer thereof, or of any property laden on board the same, he shall be fined not exceeding one thousand dollars and imprisoned in the county jail not exceeding one year. [C. '73, § 4083; R., § 4404; C. '51, § 2754.]

SEC. 5056. Making false bills of lading. If any owner of any boat or vessel, or of any property laden or pretended to be laden on board the same, or if any other person concerned in the lading or fitting out such boat or vessel, make out and exhibit, or cause to be made out and exhibited, any false estimate of any goods or property laden or pretended to be laden on board such boat or vessel, with intent to injure or defraud any insurer of such boat or vessel or property, or of any part thereof, he shall be fined not exceeding one thousand dollars, or imprisoned in the penitentiary not more than three years. [C. '73, § 4084; R., § 4405; C. '51, § 2755.]

SEC. 5057. Making false affidavits or protests. If any master or other officer of any boat or vessel make, or cause to be made, any false affidavit or manifest, or if any owner or other person concerned in such boat or vessel, or in the goods or property laden on board the same, procure any such false affidavit or manifest to be made, or exhibit the same, with intent to injure, deceive or defraud any insurer of such boat or vessel, or of the goods or property laden on board of the same, he shall be imprisoned in the penitentiary not exceeding five years, or be fined not exceeding three thousand dollars and imprisoned in the county jail not exceeding one year. [C. '73, § 4085; R., § 4406; C. '51, § 2756.]

SEC. 5060. Pools and trusts. Any corporation organized under the laws of this or any other state or country for transacting or conducting any kind of business in this state, or any partnership, association or individual, creating, entering into or becoming a member of or a party to any pool, trust, agreement, contract, combination, confederation or understanding with any other corporation, partnership, association or individual, to regulate or fix the price of any article of merchandise or commodity, or to fix or limit the amount or quantity of any article, commodity or merchandise to be manufactured, mined, produced or sold in this state, shall be guilty of a conspiracy. [23 G. A., ch. 28, § 1.]

SEC. 5061. Corporation not to enter. No corporation shall issue or own trust certificates, and no corporation, nor any agent, officer, employe, director or stockholder of any corporation, shall enter into any combination, contract or agreement with any person or corporation, or with any stockholder or director thereof, for the purpose of placing the management or control of such combination or combinations, or the manufactured product thereof, in the hands of any trustee or trustees, with intent to limit or fix the price or lessen the production or sale of any article of commerce, use or consumption, or to prevent, restrict or diminish the manufacture or output of any such article. [Same, § 2.]

SEC. 5062. Penalty. Any corporation, company, firm or association violating any of the provisions of the two preceding sections shall be fined not less than one per cent. of its capital or amount invested in such corporation, company, firm or association, nor more than twenty per cent. of the same; and any president, manager, director, officer, agent or receiver of any corporation, company, firm or association, or any member of any corporation, company, firm or association, or any individual, found guilty of a violation thereof, shall be fined not less than five hundred nor more than five thousand dollars, or be imprisoned in the county jail not to exceed one year, or both. [Same, § 3.]

SEC. 5063. Contracts void. All contracts or agreements in violation of any provisions of the three preceding sections shall be void. [Same, § 4.]

SEC. 5064. Defense. Any purchaser of any article or commodity from any individual, company or corporation transacting business contrary to any provisions of the four preceding sections

shall not be liable for the price or payment thereof, and may plead such provisions as a defense to any action for such price or payment. [Same, § 5.]

SEC. 5065. Forfeiture of charter. Any corporation created or organized by or under the law of this state, which shall violate any provision of the five preceding sections, shall thereby forfeit its corporate right and franchise, as provided in the next section. [Same, § 6.]

SEC. 5066. Notice by secretary of state. The secretary of state, upon satisfactory evidence that any company or association of persons incorporated under the laws of this state have entered into any trust, combination or association in violation of the provisions of the six preceding sections, shall give notice to such corporation that, unless it withdraws from and severs all business connection with said trust, combination or association, its articles of incorporation will be revoked at the expiration of thirty days from date of such notice. [Same, § 7.]

SEC. 5067. Proceedings—inquiry by grand jury. County attorneys, in their counties, and the attorney-general shall enforce the provisions of a public nature in the seven preceding sections, and any county attorney or the attorney general securing a conviction under the provisions thereof shall be entitled, in addition to such fee or salary as by law he is allowed for such prosecution, to one-fifth of the fine recovered. When the attorney general and county attorney act in conjunction in the prosecution of any action under such provisions, they shall be entitled to one-fourth of the fine recovered, which they shall divide equally between them, where there is no agreement to the contrary. It shall be the duty of the grand jury to inquire into and ascertain if there exists any pool, trust or combination within their respective counties. [Same, § 8.]

SEC. 5068. False warehouse receipts. If any person sell, transfer or dispose of any receipt or voucher, given or purporting to have been given by any person for property in store, knowing that such person has not in his possession such property, or any part thereof, he shall be fined not exceeding one thousand dollars and imprisoned in the penitentiary not exceeding five years. [C. '73, § 4088]

It is not competent for a defendant charged with crime under this section to show that the shipment or disposal of the property was with the knowledge or verbal consent of the person holding the receipt. The provision is intended for the protection of the community as well: *State v. Stevenson*, 52-701.

SEC. 5072. Swindling by three card-monte. Whoever by means of three card-monte, so called, or any other form or device, sleight-of-hand, or other means whatever, by use of cards or instruments of like character, obtains from another person any money or other property, shall be guilty of swindling, and be fined not less than two hundred nor more than two thousand dollars, or be imprisoned in the penitentiary not less than two nor more than five years, or both. All persons aiding, encouraging, advising or confederating with, or knowingly harboring or concealing, any

such person or persons, or in any manner being accessory to the commission of the above described offense, or confederating together for the purpose of playing such games, shall be deemed principals therein, and punished accordingly. [16 G. A., ch. 102, § 1.]

This act embraces any "sleight-of-hand" performance, whether done by the use of cards or other devices: *State v. Quinn*, 47-368.

SEC. 5073. Who may make arrest for. Any person may, and every conductor and other employe on any railroad car or train, every captain, clerk and other employe on any boat, every station agent at any railway depot, the officers of any fair or fair grounds, and the proprietor of any place of public resort and his employes, shall, with or without warrant, arrest any person found in the act of committing any of the offenses mentioned in the preceding section, or any person whom he or they may have good reason to believe to be guilty of the commission of any such offense. [Same § 3.]

SEC. 5074. Duty of conductor, captain, etc. Any conductor, captain, hotel or saloon keeper, proprietor or manager of any public conveyance or place of public resort, and the officers of any fair or fair grounds, shall eject from his car, train, boat, hotel, saloon, public conveyance, fair grounds or place of public resort any person known to him or whom he has good reason to believe to be a three-card monte man, or who offers to wager or bet money or other valuable thing upon what is commonly known as three-card-monte, or bet on any trick or game with cards or other gaming device, and any failure, neglect or refusal to do so, or to suppress or prevent a violation of the second preceding section, shall be a misdemeanor. [16 G. A., ch. 102, § 1.]

SEC. 5075. Posting copy of law. Any person or company operating any public conveyance by which passengers are carried shall keep posted up in such conveyance a copy of the three preceding sections. [Same, § 4.]

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